

United States Court of Appeals
for the
District of Columbia Circuit



**TRANSCRIPT OF
RECORD**

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Court of Appeals, District of Columbia

JANUARY TERM, 1901.

No. 1032.

49

WILLIAM H. BREWER, APPELLANT,

vs.

ROBERT Y. SLATER, JOHN G. SLATER, MALCOLM HUFFY,
LAURA V. DANN, AND HENRY P. CHEATHAM.

APPEAL FROM THE SUPREME COURT OF THE DISTRICT OF COLUMBIA.

FILED NOVEMBER 19, 1900.

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In the Court of Appeals of the District of Columbia

WILLIAM H. BREWER, Appellant,
vs.
ROBERT Y. SLATER ET AL. } No. 1032.

a Supreme Court of the District of Columbia.

WILLIAM H. BREWER
vs.
ROBERT Y. SLATER ET AL. } No. 20488. In Equity.

UNITED STATES OF AMERICA, } ss:
District of Columbia,

Be it remembered that in the supreme court of the District of Columbia, at the city of Washington, in said District, at the times hereinafter mentioned, the following papers were filed and proceedings had in the above-entitled cause, to wit:

1 *Amendments to Bill, &c.*

Filed August 23, 1899.

In the Supreme Court of the District of Columbia, Holding an Equity Court for said District.

WILLIAM H. BREWER, Complainant,
vs.
ROBERT Y. SLATER ET AL., Defendants. } In Equity. No. 20488.

By leave of the court first had and obtained, the complainant, William H. Brewer, amends the first paragraph of his bill of complaint heretofore filed, making Laura V. Dann an additional party thereto and adding to said paragraph the following: "And the complainant brings this suit against the defendant Laura V. Dann, who is also a citizen of the United States and a resident of the District of Columbia, in her own right, as will hereinafter appear."

And by striking out the ninth paragraph of said bill and substituting therefor the following: "9. Your complainant is further advised and believes, and therefore charges, that the said Robert Y. Slater, on, to wit, the 15th day of March, 1899, transferred and assigned all of his interest in said promissory note for \$450 to said defendant trustee, Malcolm Hufty, in consideration whereof the said defendant trustee undertook to assume an indebtedness claimed to be due and owing from the said defendant, Robert Y. Slater, to the

defendant Laura V. Dann, and that thereafter the said defendant trustee, Malcolm Hufty, delivered to said defendant, Laura V. Dann, the said promissory note for \$450 as collateral to secure an indebtedness claimed to be due and owing by said defendant, Hufty, to said defendant, Dann, and the said defendant, Dann, is now in possession of said promissory note."

2 And complainant further amends his said bill of complaint by adding thereto the following paragraph:

"10. Complainant is advised and believes, and therefore charges, that the said defendant trustee, Malcolm Hufty, was not an innocent purchaser for value of said promissory note from said defendant, Robert Y. Slater, and that said defendant, Laura V. Dann, is not, by transfer of said promissory note from said defendant trustee, Malcolm Hufty, a *bona fide* holder for value of said promissory note, but, on the contrary, avers that the said defendant, Hufty, and the said defendant, Dann, took said promissory note chargable with the equities which existed between this complainant and the said Robert Y. Slater."

And the complainant further amends his bill of complaint by adding the words "and also that the writ of subpoena may issue out of this honorable court to the defendant Laura V. Dann, requiring her to appear and answer the exigencies of this bill of complaint, answer under oath on the part of said last-mentioned defendant being hereby expressly waived."

And by striking out the second prayer of said bill of complaint and by substituting therefor the following prayer:

"Second. That an order may be passed by this court restraining and enjoining, during the pendency of this cause, the defendants Malcolm Hufty and Laura Dann, their and each of their servants, agents, attorneys, or employés, from transferring or negotiating said promissory note of \$450 to any person or persons whomsoever."

So that as amended said bill of complaint will read as follows:

3 In the Supreme Court of the District of Columbia, Holding
an Equity Court for said District.

WILLIAM H. BREWER, Complainant, vs. ROBERT Y. SLATER and MALCOLM HUFTY and John G. Slater, Trustees, and Henry P. Cheatham and Laura V. Dann, De- fendants.	} In Equity. No. 20488.
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To the justice of the supreme court of the District of Columbia, holding an equity court for said District:

Your complainant, William H. Brewer, respectfully shows unto the court as follows, to wit:

1. That he is a citizen of the United States and a resident of the District of Columbia and brings this suit against the defendant Robert Y. Slater, who is sued in his own right, and the defendants

Malcolm Hufty and John G. Slater, who are sued as trustees under a deed of trust hereinafter mentioned, and the defendant Henry P. Cheatham, who is the recorder of deeds in and for the District of Columbia, and as holder of said deed of trust, as will hereinafter appear, and that all of said defendants are citizens of the United States and residents of the District of Columbia; and the complainant brings this suit against the defendant Laura V. Dann, who is also a citizen of the United States and a resident of the District of Columbia, in her own right, as will hereinafter appear.

That on June 3d, A. D. 1898, a written agreement was entered into by and between the defendant Robert Y. Slater and the complainant whereby the said defendant, Robert Y. Slater, undertook and agreed to settle certain general and special taxes assessed against "that part of lot 128, in square 1244, being the nineteen feet next to the seven and a half feet; also part of lot 127, square 1234, beginning on the west side of Thirty-second street 31.13 feet northerly from the southeast corner of square, running southwesterly 84.25 feet, thence north 28.40 feet; thence east 73.67 feet to west side of Thirty-second street; thence southeasterly along the west side of said street to the place of beginning," which said property was then and is now owned and occupied by the complainant, and to have said assessments settled so that the said lot should be free, clear, and discharged from any lien or appearance of lien in respect thereto, and that all costs, expenses, and attorneys' fees should be borne by him, the said defendant, Robert Y. Slater; and the complainant, in consideration of said promise and undertaking, agreed with the defendant, Robert Y. Slater, by the terms of said written agreement, to deliver, and did in fact deliver, to the defendant Robert Y. Slater his, the complainant's, certain promissory note for \$450, which said note bore even date with said agreement, and was payable three years after date, with interest at six per cent. per annum, payable semi-annually, and that it was further provided by the terms of said agreement that if the said defendant, Robert Y. Slater, failed to keep his promise and undertaking, as aforesaid, he should refund to the complainant the said \$450 and interest that may have been paid thereon, and that the said complainant was to accept from the said defendant, Robert Y. Slater, the said \$450 and the interest that may have been paid thereon; which said agreement is hereunto attached, made a part hereof, and marked

Complainant's Exhibit No. 1.

5 3. That, in compliance with the terms of said agreement, the complainant signed and delivered to the defendant Robert Y. Slater his, the complainant's, promissory note for \$450, dated June 3, 1898, payable to the said defendant, Robert Y. Slater, three years after date, with interest at six per cent. per annum, payable semi-annually.

4. Your complainant further shows unto the court that he has recently learned that there had been recently delivered to the defendant Henry P. Cheatham, who is the recorder of deeds in and for the District of Columbia, to be recorded among the land records

of said District, a certain deed of trust, dated the — day of June, 1898, purporting to have been executed and acknowledged by this complainant to the defendants Malcolm Hufty and John G. Slater, trustees of said real estate, to secure said promissory note, and said deed of trust is now in the possession of or in the control of the said defendant, Cheatham, in his official capacity, as aforesaid, he having recorded the said deed of trust among the land records of said District, as aforesaid.

5. That this complainant has no recollection whatever of having executed, acknowledged, and delivered the said deed of trust, and if he did so it was by reason of representation made to him by said defendant, Robert Y. Slater, his agents or employés, that said deed of trust was some other paper or instrument than it actually was; that the complainant did execute and deliver the written agreement aforesaid and the promissory note therein mentioned, and was thereafter requested by one Thomas Soran, a notary public, who has an office with and is connected in business with the said defendant,

Robert Y. Slater, to acknowledge such a deed of trust; but

6 the complainant refused so to do, and the complainant has no recollection whatever of having at any time executed and acknowledged said deed of trust, and has no recollection of executing any other papers for the defendant Robert Y. Slater other than the said written agreement and promissory note aforesaid; that the complainant is an uneducated and illiterate man, unable to read and write, except with great difficulty, and states that if he did sign the said deed of trust he did not know what he was doing, but thought that he was signing some other paper; that he had no knowledge whatever of the existence of said deed of trust until advised by his attorney several weeks ago that such a deed of trust was in the office of the recorder of deeds, and that it was not until such information was given him that he was aware that said written agreement of June 3rd, 1898, recited that the said promissory note for \$450 was to be secured by deed of trust on the aforesaid property.

6. The complainant further shows unto the court that the defendant Robert Y. Slater, since the execution of said agreement of June 3rd, 1898, has done nothing whatever in the way of settling the said general and special taxes which by the terms of said agreement he was to settle, has made no effort whatever to settle the same or to carry out the terms of the said agreement, and taxes remain assessed against the said property as they were assessed at the date of said agreement, and your complainant is advised and believes, and therefore charges, that at the date of said agreement there was no way by which the defendant Robert Y. Slater could have settled said taxes except by the payment of them in full, and that there were then due as general and special taxes upon said property between seven and eight hundred dollars.

7 7. Your complainant is further advised that having been induced to execute and deliver the said written agreement of June 3rd, 1898, and the said promissory note for \$450 by false and fraudulent representation made to him by the defendant

Robert Y. Slater in the premises, the said agreement and the said promissory note are void and of no effect and will by this court in its equitable jurisdiction be cancelled and annulled, and that the said deed of trust securing said promissory note not having been acknowledged and executed by this complainant, or, if having been executed and acknowledged by him, having been done so under a mistake and misrepresentation of its purport, the said deed of trust is also void and of no effect and will be cancelled and annulled by this court in the exercise of its said jurisdiction.

8. Your complainant further shows unto the court that the defendant Henry P. Cheatham, as recorder of deeds in and for said District, will in the exercise of his duty as such, unless restrained by the order of this court, deliver the said instrument, purporting to be a deed of trust, to one or all of his codefendants, and the complainant is advised that his interests and the interests of justice demand that said instrument should either be retained in possession of the said defendant, Cheatham, or placed by him in the registry of this court for purposes of preservation and for use as evidence until the final hearing of this cause.

9. Your complainant is further advised and believes, and therefore charges, that the said defendant, Robert Y. Slater, on, to wit, the 15th day of March, 1899, transferred and assigned all of his interest in said promissory note for \$450 to said defendant trustee,

Malcolm Hufty, in consideration whereof the said defendant
8 trustee undertook to assume an indebtedness claimed to be due and owing from the said defendant, Robert Y. Slater, to the defendant Laura V. Dann, and that thereafter the said defendant trustee, Malcolm Hufty, delivered to said defendant, Laura V. Dann, the said promissory note for \$450 as collateral to secure an indebtedness claimed to be due and owing by the said defendant, Hufty, to said defendant, Dann, and the said defendant, Dann, is now in possession of the said promissory note.

10. Complainant is advised and believes, and therefore charges, that the said defendant trustee, Malcolm Hufty, was not an innocent purchaser for value of said promissory note from said defendant, Robert Y. Slater, and that said defendant, Laura V. Dann, is not by transfer of said promissory note from said defendant trustee, Malcolm Hufty, a *bona fide* holder for value of said promissory note, but, on the contrary, avers that the said defendant, Hufty, and the said defendant, Dann, took the said promissory note chargeable with the equities between this complainant and the said Robert Y. Slater.

The premises considered, the complainant prays:

Prayers.

First. That the writ of subpoena may issue out of this honorable court to each of the defendants, Robert Y. Slater, Malcolm Hufty, John G. Slater, and Henry P. Cheatham, requiring them and each of them to appear and answer the exigencies of this bill of complaint, answer under oath on the part of said defendants and each

of them being hereby expressly waived, and also that the writ of subpoena may issue out of this honorable court to the defendant Laura V. Dann, requiring her to appear and answer the exigencies of this bill of complaint, answer under oath on the part of such last-mentioned defendant being hereby expressly waived.

9 Second. That an order may be passed by this court restraining and enjoining, during the pendency of this cause, the defendants Malcolm Hufty and Laura V. Dann, their and each of their servants, agents, attorneys, and employés, from transferring or negotiating said promissory note of \$450 to any person or persons whomsoever.

Third. That an order may be passed by this court restraining and enjoining the defendant Henry P. Cheatham, recorder of deeds in and for the District of Columbia, from delivering the said deed of trust to said defendants or either of them during the pendency of this cause, or either of their servants, agents, attorneys, or employés; but requiring the said defendant, Cheatham, to deliver to the clerk of this court the said deed of trust, to be held by him until further order of the court.

Fourth. That a decree be passed by this court cancelling and annulling the said agreement of June 3d, 1898, the said promissory note for \$450, and the said deed of trust as fraudulent and void, and requiring the said defendant, Robert Y. Slater, to surrender the said promissory note to this complainant.

And for such other and further relief to the complainant as the court may deem proper in the premises.

The defendants to this cause are Robert Y. Slater, Malcolm Hufty, John G. Slater, and Henry P. Cheatham, and Laura V. Dann, and the address of each of said defendants is Washington, D. C.

(Signed)

WM. H. BREWER,
Complainant.

(Signed) CHAS. COWLES TUCKER,
Solicitor for Complainant.

DISTRICT OF COLUMBIA, ss:

I do solemnly swear that I have heard read the foregoing
10 bill of complaint by me subscribed and know the contents thereof, and that the facts therein stated upon my personal knowledge are true and those stated upon information and belief I believe to be true.

(Signed)

WM. H. BREWER.

Subscribed and sworn to before me this 18th day of August,
A. D. 1899.

(Signed)
[SEAL.]

CHARLES E. RIORDON,
Notary Public.

11

Separate Answer of Malcolm Hufty.

Filed September 12, 1899.

In the Supreme Court of the District of Columbia, Holding an
Equity Court for said District.

WILLIAM H. BREWER }
 vs. } Equity. No. 20488.
ROBERT Y. SLATER ET AL. }

The separate answer of Malcolm Hufty to the bill of complaint filed
in the above-entitled cause.

For answer to said bill of complaint, or so much thereof as is
material to this respondent, he says:

1. This respondent admits that he is a resident of the city of
Washington and a citizen of the United States, and that he is one
of the trustees named under the deed of trust mentioned in the
fourth paragraph of the amended bill.

2, 3, 4, 5, 6, 7, 8. Answering the second, third, fourth, fifth, sixth,
seventh, and eighth paragraphs of the amended bill of complaint,
this respondent says that beyond the information that complainant
did execute the said note for \$450 and the deed of trust to secure
the same, of date June 3d, 1898, the only knowledge that he now
has or ever had of the facts or statements set forth in these para-
graphs of the bill is such as he gains from reading the said bill;
and if said allegations or any of them are material as to him, he
calls for strict proof in reference thereto.

9. Answering the ninth paragraph of the amended bill of com-
plaint, this respondent says that the facts in connection with
12 his dealings with said Slater and said Laura V. Dann, in
reference to said note for \$450, are as hereinafter stated, and
not otherwise; that your respondent's first dealings with said Laura
V. Dann in any transaction involving the present matter was when
on December 31st, 1898, he borrowed from said Laura V. Dann the
sum of \$600, for which he gave his promissory note for \$600, and
protected said note by delivering therewith certain collateral secu-
rity; that thereafter, and subsequent to the execution of the said
note for \$450 and the deed of trust to secure the same, to wit, on the
25th of August, 1898, said Laura V. Dann, a resident of the city of
Washington, District of Columbia, acting through this respondent
as her attorney, loaned and advanced in good faith and without the
knowledge of any of the allegations set forth as facts in said bill of
complaint, to the defendant Robert Y. Slater, the sum of one thou-
sand dollars, and received therefor said Slater's promissory note for
\$1,000.00 dated the 25th day of August, A. D. 1898, payable in one
month after date, with interest at six per cent. per annum, and ac-
cepted and received as collateral security therefor a certain promis-
sory note for \$750.00, a certain tax-sale certificate, and the said note

for \$450 in these proceedings referred to; that thereafter, to wit, on the — day of March, A. D. 1899, the said collateral note being overdue and unpaid, this respondent, acting in behalf of said Laura V. Dann, gave notice to the defendant Robert Y. Slater that if said note was not paid collection thereof would be enforced by sale of the collateral security under the terms of said collateral note. This respondent, however, deferred action in this respect at the request of said Slater, and upon his express promise that he would either

13 pay said note within a very short time, three days, or, failing to do so, would assign to this respondent the said note for

\$450, subject only, so far as respondent then knew or now knows, except from the statements contained in the bill and amended bill herein, to the claim and equity therein of his codefendant, the said Laura V. Dann, for whom this respondent held said note as collateral security, protecting said note for \$1,000, together with said other collateral, if said respondent, Hufty, would assume the payment of said \$1,000 note. At the expiration of the time agreed upon, three days, the said defendant, Slater, was unable to meet said note of \$1,000, and thereupon, in accordance with his said agreement, did assign and convey said collateral, including said note in question for \$450, subject only to said claim and equity of said Laura V. Dann, to your respondent, and your respondent thereupon assumed the payment of the said note for \$1,000 and agreed to hold said Slater harmless thereupon; that your respondent thereupon became the owner for value before maturity without notice of any kind of any defect in or about said note or of any equities existing between the complainant and said Slater, and in like manner the said defendant, Laura V. Dann, acquired an interest in said note as a collateral security to protect an advance in cash made by her; that having thus become the owner of said \$450, subject only to the claim and equity of said Laura V. Dann, thereafter, to wit, on the 15th day of March, 1899, your respondent took up and cancelled his said note for \$600 hereinbefore referred to, given by him to the order of the said Laura V. Dann on the 31st day of December, 1898, and the said note of \$1,000 given by said Slater on the 25th day of August, 1898, and in lieu thereof delivered to the said Laura V. Dann his own personal promissory note for

14 \$1,600, and, in order to protect said note for \$1,600 in the hands of said Laura V. Dann, your respondent also delivered

to her certain collateral, including the said note for \$450, the ownership to which had become vested in your respondent theretofore in manner as hereinbefore stated; that thereafter, to wit, on July 1st, 1899, your respondent paid on account of said \$1,600 note the sum of \$1,000, leaving a balance due thereon of \$600, to protect which said balance said note for \$450 is still held by Mrs. Dann as collateral security; that said respondent, Laura V. Dann, holds said note for \$450 as an innocent purchaser for value before maturity and without notice of any equities of any kind whatsoever to protect the balance due on said loan; that subject to the equity and claim of said Laura V. Dann, your respondent owns said note for

\$450, free of all equities of every kind, save only the right which said Laura V. Dann has in and to the same, as hereinbefore stated.

10. Answering the tenth paragraph of the amended bill of complaint, this respondent says that it is not true that he was not an innocent purchaser for value of said promissory note from the said defendant, Robert Y. Slater, but he alleges that the whole transaction in reference thereto is fully and at large set out in the next foregoing paragraph of his answer; and he further denies the allegation in this paragraph contained that said Laura V. Dann was not a *bona fide* holder of said promissory note for value, but alleges that he has fully disclosed in the preceding paragraph the full extent of Laura V. Dann's interest therein; and having fully disclosed all the facts within the knowledge of this respondent, that he is advised that the concluding sentence of this paragraph of the amended bill of
 15 complaint is a conclusion of law, and that said conclusion of law is not justified by either the allegations of the amended bill or this his answer thereto, and he is advised that the said conclusion of law is erroneous, and that as matter of fact and law he did not nor did said Laura V. Dann take said note for \$450, chargeable with whatever equities may have existed between the complainant and the said Robert Y. Slater; and as no reason is stated and no fact given from which said conclusion of law can properly be deduced, this respondent says that he is at a loss to understand why said statement is made unless to give color to the amended bill and to give standing to the complaint in a court of equity.

And now, having fully answered, this respondent prays to be hence dismissed with his reasonable costs, and he will ever pray.

(Signed) MALCOLM HUFTY, *Respondent.*

(Signed) MASON N. RICHARDSON,

(Signed) MALCOLM HUFTY,
Solicitors.

DISTRICT OF COLUMBIA, *To wit:*

I, Malcolm Hufty, on oath say I have read the foregoing answer to the amended bill filed in the above cause, by me signed, and know the contents thereof; that the facts therein stated as of my own knowledge are true, and that the facts therein stated on information and belief I believe to be true.

(Signed) MALCOLM HUFTY.

Subscribed and sworn to before me this 12 day of September, 1899.

(Signed) J. R. YOUNG, *Clerk,*
By R. J. MEIGS, *Jr.,*
Assistant Clerk.

16 *Separate Answer of Laura V. Dann.*

Filed September 12, 1899.

In the Supreme Court of the District of Columbia, Holding an Equity Court for said District.

WILLIAM H. BREWER
vs.
 ROBERT Y. SLATER ET AL. } Equity. No. 20488.

The separate answer of Laura V. Dann to the bill of complaint filed in the above-entitled cause.

For answer to said bill of complaint, or so much thereof as is material to this respondent, answering, she says:

1. This respondent admits that she is a resident of the city of Washington and a citizen of the United States, and that she is one of the parties named as defendant in the amended bill filed in this cause.

2, 3, 4, 5, 6, 7, 8. Answering the second, third, fourth, fifth, sixth, seventh, and eighth paragraphs of the amended bill of complaint, this respondent says that beyond the fact that the \$450 note therein referred to was delivered to her attorney, Malcolm Hufty, as collateral security to protect an advance made by her in good faith of \$1,000 to Robert Y. Slater, the only knowledge that she now has or ever had of the facts or statements set forth in these paragraphs of the said amended bill is such as she gains from reading said amended bill, and if such allegations or any of them are material as to her she calls for strict proof in reference thereto.

17 9. Answering the ninth paragraph of the amended bill of complaint, this respondent says that the facts in connection with her dealings with said Slater and said Hufty in reference to said note for \$450 are as hereinafter stated and not otherwise; that on December 31st, 1898, said Malcolm Hufty borrowed from your said respondent the sum of \$600, for which he gave his promissory note for \$600 and protected said note by delivering therewith certain collateral security; that thereafter, to wit, on the 25th of August, 1898, your respondent through her said attorney, Malcolm Hufty, loaned and advanced in good faith and without the knowledge of any of the allegations set forth as facts in said bill of complaint to the defendant Robert Y. Slater the sum of \$1,000 and received therefor said Slater's promissory note for \$1,000, dated the 25th day of August, A. D. 1898, payable in one month after date, with interest at six per cent. per annum, and accepted and received as collateral security therefor a certain promissory note for \$750, a certain tax-sale certificate, and the said note for \$450 in these proceedings referred to; that thereafter and after the maturity of said note for \$1,000 your respondent was advised by said Malcolm Hufty that said securities would be assigned to him, and that he, said Hufty,

would assume all liability upon said note for \$1,000, which arrangement and disposition of the matter was thereupon consummated ; that thereafter, to wit, on the 15th day of March, A. D. 1899, the said note hereinbefore referred to for \$600 given by said defendant, Hufty, to this respondent on the 31st day of December, 1898, and the said note of \$1,000 given this respondent by said Slater on the 25th day of August, 1898, the obligation whereof had been assumed by said Hufty, were by her surrendered to said Hufty and by him cancelled, and in lieu thereof said defendant, Malcolm Hufty, de-
18 livered to this respondent his own personal promissory note for \$1,600, and in order to protect said note for \$1,600 your respondent at the same time lumped the securities which she theretofore held to protect the two said notes and retained the same as security for said \$1,600 note, said securities including the said note for \$450 referred to in these proceedings ; that subsequently, to wit, on July 1st, 1899, said Malcolm Hufty paid your respondent \$1,000 on account of said \$1,600 note, leaving a balance due thereon of \$600, to protect which said balance said note for \$450 is still held by your respondent as collateral security ; that your respondent holds said note for \$450, in manner as aforesaid, as an innocent holder before maturity and without notice of any equities of any kind whatsoever to protect the balance due on said loan.

10. Answering the tenth paragraph of the amended bill of complaint, this respondent denies the allegation in this paragraph contained that she was not a *bona fide* holder of said promissory note for value, but, on the contrary, alleges the facts to be as she has fully disclosed the same in the preceding paragraph of this her answer to said amended bill. This respondent is advised that the concluding sentence of the tenth paragraph of the amended bill of complaint is the statement of a conclusion of law, and that said conclusion of law is not justified by either the allegations of the amended bill or this her answer thereto, and she is advised that the said conclusion of law is erroneous, and that as a matter of fact and law she did not take said note for \$450 chargeable with any equities whatsoever, and in no way is notice imputed to her of any such equities as may have existed between the complainant and Robert Y. Slater ; that

as no reason is stated and no fact given from which said conclusion of law can properly be deduced this respondent says
19 that she is at a loss to understand why said statement is made unless to give color to the amended bill and to give standing to the complainant in a court of equity.

And now, having fully answered, this respondent prays to be hence dismissed with her reasonable costs, and she will ever pray.

(Signed)

LAURA V. DANN, *Respondent.*

(Signed) MASON N. RICHARDSON, *Solicitor.*

DISTRICT OF COLUMBIA, *To wit :*

I, Laura V. Dann, on oath say I have read the aforesgoing answer to the amended bill filed in the above cause and by me signed and

know the contents thereof; that the facts therein stated of my own knowledge are true, and that the facts therein stated on information and belief I believe to be true.

(Signed)

LAURA V. DANN.

Subscribed and sworn to before me this 11 day of September, A. D. 1899.

(Signed)

J. R. YOUNG, *Clerk*,
By R. J. MEIGS, JR.,
Assistant Clerk.

20

Testimony for Complainant.

Filed March 26, 1900.

In the Supreme Court of the District of Columbia.

WILLIAM H. BREWER, Complainant, }
vs. } Equity. No. 20488.
ROBERT Y. SLATER ET AL., Defendants. }

DISTRICT OF COLUMBIA, }
County of Washington, } ss:

Be it remembered that at an examination of witness- begun and held on the 12th day of October, A. D. 1899, and continued from time to time until the 22nd day of January, A. D. 1900, when the within depositions were taken, I, Alexander H. Galt, an examiner in chancery, did cause to be personally present, at the office of Charles C. Tucker, Esquire, Washington Loan & Trust bldg., in the city of Washington, in said District, Wm. H. Brewer, Vincent A. Nottingham, A. E. L. Leckie, Albert Marshall, Michael J. Sauter, and Mary E. German, to testify on the part and behalf of the complainant in a certain cause now pending in the supreme court of the District of Columbia, wherein William H. Brewer — complainant and Robert Y. Slater and others are defendants.

Which said examination was had after due notice, and at which, on the day aforesaid, there were present Chas. C. Tucker, Esquire, for the complainant, and M. N. Richardson & F. E. Mitchell, Esquires, for the defendants.

ALEXANDER H. GALT,
Examiner in Chancery.

21 In the Supreme Court of the District of Columbia.

WILLIAM H. BREWER, Complainant, }
vs. } Equity. No. 20488.
ROBERT Y. SLATER ET AL., Defendants. }

WASHINGTON, D. C., *October 12, 1899.*

Met, pursuant to notice, at the office of Davis and Tucker, Esquires, Washington Loan and Trust building, Washington, D. C., for the purpose of taking testimony on behalf of the complainant in the above-entitled cause.

Appearances: On behalf of the complainant, Charles Cowles Tucker, Esq.; on behalf of the defendant Slater, F. Edward Mitchell; on behalf of the defendants Hufty and Dann, Mason N. Richardson, Esq.

WILLIAM H. BREWER, the complainant, produced in his own behalf, having first been duly sworn, testified as follows:

By Mr. TUCKER:

Q. Please state your residence. A. No. 1406 32nd St. N. W.

Q. What is your occupation? A. Produce dealer and green grocer.

Q. What is your age? A. I am now going on 60—will be 60 years of age the 21st day of February.

Q. How long have you lived in Georgetown? A. Off and on all my lifetime, pretty much.

Q. What education have you had? A. Very little.

22 Q. How much time have you been to school in your life?

A. I do not exactly remember. I went a year or two; started to go, but I did not go very much.

Q. Can you read? A. I can read print.

Q. How readily can you read print? A. I can read it pretty fairly.

Q. (Handing witness a paper.) Take this amended bill, if you please, and read it from the beginning as rapidly as you can. A. (Examining.) "In the supreme court of the District of Columbia holding equity court for the said District—William H. Brewer, complainant—equity No.—I cannot get the figures now; that's got me. It is twenty hundred—I know what they are—it is 20488—Robert Y. Slater—*et al.*—I do not understand that—defendant, or something or other by believe of the court first and obtaining—the complainants—something, William H. Brewer—commenced first paragraph of his bill—plaintiff therefore failed making—something, I do not know—additional parties hereto and aiding the said paragraph—the following—and plaintiff brings this suit against the defendants, Laura V. Dann, who is also a citizen of the United States and a resident of the District of Columbia in her own right as well hereinafter appear—by striking out the ninth paragraph of said bill substitue therefore the following ninth. Plaintiff further advised and believed"—

Mr. RICHARDSON: I suggest that he be allowed to continue the reading of the bill.

Mr. TUCKER: How much of it?

23 Mr. RICHARDSON: The whole of it. I object to this method of examining the witness, and I suggest that if counsel desires to make a test of his ability to read at all, he show the witness the deed complained of in this case, and that the witness be allowed to read the deed.

Q. Can you write, Mr. Brewer? A. I can write my name and that is all.

Q. Who attends to your correspondence—who writes your letters for you? A. Mr. Nottingham, here in my employ, what letters I have wrote.

Q. He is present, is he? A. Yes, sir.

Q. Are you acquainted with the defendant Robert Y. Slater? A. The first time I saw him was when he called over at my place; I think it was June or July, to my recollection.

Q. Of this year? A. Last year.

Q. 1898 or 1899? A. I think it was 1898.

Q. That was the first time you ever saw him? A. To my recollection—yes, sir.

Q. What did he want—what did he say to you? A. He came to me and asked me if I did not owe some back taxes. I told him I did. He said, "I can get you out of that for a smaller amount of money than the taxes cost." I told him I did not know; I would see about it; he insisted on bringing the tax bills over there, which he did, I believe, in a day or so; I disremember now—it might have been two or three or maybe four days. He showed me the
24 amount of it; I think it was eight hundred and some dollars, as near as I can recollect. He told me he would clean up all taxes up to 1888 for the sum of \$450—1898 or 1888—

(Mr. Nottingham made a remark to the witness inaudible to the examiner.)

Mr. RICHARDSON: I object to the party whom the witness has already testified as being his secretary interrupting and correcting him as he testifies.

The WITNESS: I think it was either 1898 or 1888; I disremember.

The examiner here cautioned Mr. Nottingham, as did also Mr. Tucker, that he must not interfere with the witness.

Q. The taxes on what property was referred to? A. The property on 32nd St. and on O St.

Q. You own that property? A. Yes, sir.

Q. Well, what else occurred between you? A. He asked me to give him my note for \$450, bearing 6 per cent., payable one and two and three years, and he also gave me a written guaranty agreement. We did not—

Q. Just say that he gave you the agreement; don't state the contents of it. A. He gave me an agreement to that effect—that he would do it.

Q. How many talks did you have with him? A. One, two, or three at that time. Before we had any transaction, I think it was twice that he came to see me.

25 Q. Was he ever accompanied by anybody? A. Not at that time he was not; I do not think he was.

Q. Was he at any time before the signing of this agreement that you have referred to accompanied by anybody? A. To my mind he had a young man in the buggy the first time he came; I would not be positive.

Q. Do you know who that was? A. No, sir; I do not.

Q. Did this young man get out of the buggy? A. I do not think he did.

Q. Do you see that gentleman in this room? A. No, sir.

Q. Whose buggy was it? A. I do not know.

Q. Did he at any time bring anybody else into your store or shop?

A. No, sir.

Q. He always came alone? A. Yes, sir.

Q. You did sign an agreement, did you? A. Certainly.

Q. Now, I hand you the paper that purports to be an agreement between you and Mr. Slater, attached to the original bill in this case, and ask you to look at that paper and examine the signatures to it and state whether or not that is the agreement you refer to.

A. (Examining.) This here?

Q. Look at the whole paper. I want to know if that is the paper you signed. A. It looks very much like it.

Mr. RICHARDSON: I want the examiner to note that the witness answers after having read the paper.

26 Mr. TUCKER: The examiner will do just as he sees fit, I presume.

Q. Look at the signature on that paper. A. It looks like my signature, sir.

Q. Did you see Mr. Slater sign it? A. Yes, sir.

Q. Is that his signature, do you know? A. I can hardly say. I cannot read writing, Mr. Tucker; I can make out my own writing and that is about all I can read.

Q. How many of those papers did you sign? A. I signed the note and I signed the paper like this myself, which I did hold, and I signed another agreement which I supposed to be the same as this for Mr. Slater.

Q. That other one that you signed, and which was supposed to be the same as that, was that in typewriting, the same as this? A. It was part of it. I saw writing on it. I did not take particular notice.

Q. So in all you signed three papers? A. Yes, sir.

Q. One of them a note? A. Yes, sir.

Q. And the other two papers being what you supposed to be this agreement? A. Yes, sir.

Q. Executed in duplicate? A. Yes, sir.

Q. Were those other two papers just alike? A. Indeed I could not say. I could not say exactly whether they were alike or not.

27 Q. When you signed those three papers who was present? A. Mr. Nottingham here.

Q. And yourself, of course? A. Yes, sir.

Q. Anybody else? A. I think there was.

Q. Was Mr. Slater present? A. Mr. Slater was, of course.

Q. Was there anybody present but you three people when you signed those three papers that you have mentioned? A. No, sir; not to my knowledge there was not.

Q. Where did you sign them? A. Right in my store.

Q. Did you make oath to any of those three papers? A. No, sir.

Q. What occurred after the signing of this agreement between you and Mr. Slater? A. The gentleman came over the next morning—I think it was the next morning; Saturday morning, anyway—and he gave me a paper to sign.

Q. Who was that gentleman? A. I cannot recall his name.

Q. Describe his appearance. A. He was a chunky, middle-aged man. I think he had kind of sandy whiskers. I would know him if I should see him.

Q. Is he in this room now? A. No, sir; I did not see him.

28 Q. What occurred? Q. He handed me a paper and asked me if I would sign it and I gave it to my employee to read; he read part of it and said, "No, don't sign that," and I did not sign it, and he took another paper—

Q. (Interrupting.) Whom did this man say that he came there from, if anybody? A. Mr. Slater.

Q. What Slater? A. Robert Y. Slater.

Q. The defendant? A. Yes, sir. He took another paper with some writing on it and held it up and asked me, "Is that your signature?" and I said, "It looks something like my signature; I do not know whether it is or not; it might be and it might not be; I have not time now." And he went out.

Q. Did he say who he was? A. He told me who he was; I cannot remember his name.

Q. Did he say who had sent him? A. Mr. Slater. With that he told me he was a notary public.

Q. What did he say when you refused to sign this paper? A. He did not say anything at all. Then he handed me that other paper and asked me if it was my signature. I told him it looked like my writing; it might be and it might not be.

Q. Could you recognize this first paper that he showed you on that day if you were to see it again? A. No, sir; I do not think I could. He just held it that way (illustrating). I did not have it in my hand.

29 Q. Do you know whether it was a deed or not? A. I do not; he did not open it; he just held the writing there.

Q. Did you see that man any more? A. I have seen him several times in Mr. Slater's office.

Q. Where is Mr. Slater's office? A. It is on Louisiana avenue.

Q. Do you know between what streets; it is near the city hall, is it not? A. Pretty nigh opposite the city hall.

Q. Were these agreements that you signed read to you? A. One of them was.

Q. Which one was read to you? A. The one I hold.

Q. Who read it to you? A. Mr. Nottingham read it and I believe Mr. Slater read it.

Mr. TUCKER: I offer that agreement, which is attached to the bill in this case as an exhibit, in evidence.

Mr. MITCHELL: We object to the agreement on the ground that it

is not made a part of and has no apparent connection with the note or deed of trust.

Q. I believe that this paper that has just been offered in evidence reads that this promissory note for \$450, to be given by you to Mr. Slater, is to be "secured by deed of trust on the aforesaid property." What do you know about that provision of the agreement, that the note was to be secured by a deed of trust on the property? A.

30 I do not remember anything about the deed of trust.

Q. Do you remember that provision of it being read to you? A. I do not.

Q. What happened between you and Mr. Slater after this man called on you the day after you signed the agreement and you refused to sign another paper? A. Nothing more; only I went to see him several times about taxes and he told me well, he had it in court and as soon as the court opened again he would have it all fixed; that the thing was all paid, and everything.

Q. Did Mr. Slater tell you that he was an attorney or a member of the bar of the courts of this District? A. I do not think he did. I do not remember his telling me that.

Q. Did he say who was to act as his attorney in securing the cancellation of these taxes? A. No, sir; the way I understood it was he was to do it all himself.

Mr. MITCHELL: The agreement shows on its face it provides for the payment of counsel fees.

Q. Did he secure the cancellation of the taxes for you? A. No, sir; I have not anything.

Q. Did he give any excuse for not doing it? A. The only excuse he said as soon as the court went in session he would attend to it and have it done.

Q. Do you know whether he ever filed any suit or caused 31 any suit to be filed to secure the cancellation of the taxes?

A. I never heard of any.

Q. Did you ever sign any court papers that you know of? A. No, sir.

Q. Were any papers to be filed in court for that purpose? A. No, sir.

Q. Did he ever receive any money from you? A. Not in this case he did not.

Q. In any other case about that time? A. Oh, no, sir; I think not. He received some money to pay my taxes, which he did not do.

Mr. MITCHELL: Objected to on the ground of irrelevancy.

A. The taxes on what piece of property—on both pieces of property?

Q. Both pieces of property referred to in this agreement? A. Yes, sir.

Q. It is the same piece of property? A. Yes, sir.

Q. When did he ever get any money from you to pay taxes on that piece of property? A. The 28th of November.

Q. Of what year? A. 1898, I guess.

Q. How much did he receive from you? A. \$36.54.

Q. Did he pay your taxes? A. No, sir.

Mr. MITCHELL: Objected to on the ground of immateriality and irrelevancy—subsequent to this agreement.

32 Q. Do you know what he did with that money? A. He kept — until a week or so ago, when I got it back again.

Q. How did you get it back from him? A. By threatening to have a warrant for him.

Q. Did you go to the police court about the matter? A. Yes, sir.

Mr. MITCHELL: Let it be understood that my objection covers all these questions.

Q. You went to the police court? A. I went to Mr. Maloney.

Q. Mr. Maloney, in the police court, and asked for a warrant against Slater? A. Yes, sir; he asked me to hold off awhile, and said he would see him, and if he did not give me the money and make arrangement in such a time he would issue a warrant for him.

Q. What did you do? A. I waited for him, and between that time I got the money.

Q. Do you know whether Maloney notified Slater of this intended prosecution? A. I could not say myself whether or not he did.

Q. How many times have you seen Mr. Slater since the time of the signing of this agreement by you? A. Not less than half a dozen times.

Q. What has been the purpose of your seeing him? A. Seeing him to get my taxes straightened for me, which he promised to do. He always had some plea that the court was not in session and he had it on file in the court, and this, that, and the other, but

33 he never did it, though.

Q. I hand you a deed—I hand you a paper—

Mr. RICHARDSON: Please put it just as he said it.

Mr. TUCKER: The examiner will act as he sees proper.

Q. (Continuing:) I hand you a paper that purports to be a deed of trust from yourself to John G. Slater and Malcolm Hufty and ask you to read that paper to us(handing paper to witness). A. (Examining paper.) I cannot do it.

Q. Why? A. I cannot read the writing.

Q. Has any deed of trust ever been read to you by Mr. Robert Y. Slater or by anybody acting for him? A. Not to my knowledge; it has not been.

Q. Did you ever sign any paper for Mr. Slater in any other place than your shop in Georgetown? A. No, sir.

Q. Did you ever sign any papers in Mr. Slater's office? A. No, sir.

Q. (Handing paper.) I wish you would look at your signature—or what purports to be your signature—on that deed of trust which

you hold in your hand and state whether you recognize it as yours.
A. (Examining.) That looks like my handwriting, but I do not remember signing any paper like this.

Q. The following oath appears to be attached to this paper:

34 "DISTRICT OF COLUMBIA, *To wit*:

"I, Thomas W. Soran, a notary public in and for the said District of Columbia, do hereby certify that W. H. Brewer, who is personally known to me as the grantor in and the person who executed the foregoing and annexed deed, bearing date on the third day of June, A. D. 1898, personally appeared before me in the said District and acknowledged the said deed to be his act and deed.

"Given under my hand and official seal this fourth day of June, A. D. 1898.

"(Signed)
" [SEAL.]

THOMAS W. SORAN,
Notary Public."

—. I ask you now whether you ever personally appeared before Thomas W. Soran and acknowledged this paper to be your act and deed. A. A paper like that I never acknowledged. It was a paper held up to me in this shape (exhibiting folded paper)—the gentleman held the paper like that to me and asked me if that was my signature, and I told him it looked something like mine, but I could not state whether it was or not; it might or might not be.

Q. That was the day after the signing of the agreement? A. Yes, sir; but there was nothing like that read to me.

Q. When did you first learn, if you did learn, that there was a deed of trust of \$450 on your property? A. When I first learned it I spoke to a friend of mine about it, and said I had some transactions with Mr. Slater, and he took that agreement I had and went down in court and found out the deed of trust.

35 Q. How long ago was that? A. I think it was in April; if I am not mistaken, the latter part of April.

Q. Of this year? A. Yes, sir.

Mr. TUCKER: I hand the paper purporting to be a deed of trust, which has been shown to the witness, to the examiner, to be marked for identification, having received this deed of trust from the recorder of deeds and promised him to place it in the custody of the examiner.

The paper is marked for identification W. H. B. 1.

Cross-examination.

By Mr. MITCHELL:

Q. You say you signed this agreement in your store in Georgetown? A. Which agreement do you mean?

Q. The paper which was offered in evidence here. A. Yes, sir.

Q. Did you sign any papers at that time? A. I signed a note and that paper, and one I supposed to be just like it.

Q. When did you next see Mr. Slater? A. I think the next time I saw Mr. Slater might have been a week or so.

Q. Where did you see him? A. The best I can remember was that it was at my store. He came by there.

36 Q. How long after signing the three papers at your store did you see this gentleman who handed that paper to you folded? A. As well as I can remember, it was the next day.

Q. Where did you see him? A. At the store.

Q. What transpired between you and him at that time? A. He brought a paper there for me to sign, which I gave to my employé to read, and he read part of it and told me not to sign it, and I did not sign it.

Q. When did you next see him? A. The next time I saw him was down at Mr. Slater's office.

Q. What was the paper that he handed you on the first visit? A. I do not know, sir; I did not read it. My employé there read a part of it. I did not read it at all.

Q. When did you put your signature on that deed of trust? A. I did not put my signature on there at all. If I did do it I did it thinking I was signing something else.

Q. What three papers did you sign? A. The note, an agreement like that, and one I supposed to be the same.

Q. What transpired when you saw Mr. Soran at Mr. Slater's office? A. Nothing transpired between him and me at all.

Q. He did not talk to you at all? A. I was in there one 37 day and asked if Mr. Slater was in and he told me no.

Q. What do you say as to the signature on that deed of trust; is that your signature? A. I could not say positively; it looks like my handwriting.

Q. When did you sign that paper? A. Which paper?

A. The paper we are talking about—the deed of trust? A. I have no recollection of signing it at all. If I did I was thinking I was signing something else.

Q. What did you think that you were signing at the time you put your signature on there? A. The only thing I signed or thought I was signing were those two agreements and the notes. I do not remember signing anything else.

Q. After you signed the two agreements and the deed of trust what was it you thought you were signing? A. There was never any deed of trust.

Q. What was the paper that Mr. Soran showed you that your employé told you not to sign? A. I do not know; I did not read it.

Q. (Exhibiting paper.) I believe you said that this signature was your signature? A. (Examining.) I say it looks something like mine; I could not say positively.

Q. You said a moment ago that it looked very much like yours. Did you sign that (handing witness the agreement, being an exhibit attached to the bill)? A. The same as the one I had in my possession—

38 Q. I ask you if you signed that agreement—look at the signature there; that is your signature, is it not (handing witness the bill of complaint)? A. It looks very much like it.

Q. Is that your signature? (Agreement exhibit to the bill.) A. (Examining.) It looks like mine.

Q. What is the difference between those two signatures and that to the deed of trust? A. (Examining.) There is a little difference; there looks to be a little difference in them.

Q. Point out the difference, please. A. It is a little different the way that "w" is made (indicating).

Q. What other differences? A. There is a little difference in that "e" being blotted. That looks like there was a good big difference in it in that "m."

Q. "m" in Brewer? A. "w," I mean. I cannot read writing. I am doing the best I can. That is a little difference, is it not? I think it looks a little different.

Q. How did your friend get the idea that it was necessary to examine the records to find out about this deed of trust?

Mr. TUCKER: The question is objected to as being absolutely absurd, as Mr. Brewer cannot possibly know what his friend thought or understood.

Q. Had you said anything to your friend about the deed of trust? A. No, sir; I did not know there was any deed of
39 trust.

Q. Who was your friend?

The WITNESS: Am I compelled to answer that?

Mr. TUCKER: Yes; answer that.

A. William Custard.

Q. What is his business? A. He used to be a butcher. I do not know what his business is now—a kind of real-estate business, I believe.

Q. If, when you signed those papers, you only thought you were signing agreements, why did your friend think it necessary to look up the records to find a deed of trust? A. I cannot answer you.

Q. Is your friend in the city of Washington at this time? A. He is in Georgetown, West Washington.

Q. Will he be called to testify in this case?

Mr. TUCKER: Objected to as impertinent, irrelevant, and immaterial.

A. If he is called on he will, of course.

Q. What is his full name and address? A. The full name, as far as I know, is William Custard. He lives up on the Tennally-town road, right across from the power-house.

Q. In your testimony-in-chief you have stated that Mr. Soran brought a paper in to you, doubled up, as you have described, and asked whether or not the signature was your signature?

Mr. TUCKER: Objected to as a misstatement of the evidence,
40 Mr. Brewer not having mentioned Mr. Soran's name in his
testimony-in-chief.

Q. How do you explain that testimony with the testimony you
have just given as to the genuineness of the three signatures shown
you?

Mr. TUCKER: Objected to for the same reason.

A. The paper that he showed me—is that the one?

Q. Yes. A. I told him that it looked like my signature; I did
not know whether it was or not; it might be and might not be;
I had no time to attend to it that day; I was busy.

Q. How many times did you sign papers for Mr. Slater? A. To
the best of my knowledge, I only signed three.

Q. And Mr. Soran absolutely said nothing further to you than to
ask you the question whether or not you had signed that paper?
A. That is all he said to me.

Q. How was it you went to the office to see Mr. Soran after re-
fusing to sign the paper at the house? A. I did not go to see Mr.
Soran.

Q. Whom did you go to see? A. Mr. Slater.

Q. Why did you go to see Mr. Slater at that time? A. To see if
he had attended to my tax business, as he had promised to do.

Q. When did you expect to get the tax business fixed up? A. He told me just as soon as the court sat he would have it attended
to satisfactory.

41 Q. But you only gave him until the next day—you went
down the next day, did you not? A. No, sir.

Q. How long before the visit down to Mr. Slater's house when
this paper was shown to you? A. It was a month or two; maybe
more.

Cross-examination.

By Mr. RICHARDSON:

Q. Do you recognize, now, having heard the name mentioned of
Mr. Soran, that that was the name of the person who came to you
with this paper—the deed? A. I believe that was what they called
him; I think that was what they called him.

Q. His name, then, was Mr. Soran? A. I think so; I would not
be positive.

Q. Where did you say he came to see you with this paper? A.
At my store.

Q. You knew that he was a notary public? A. I think he told
me he was a notary public.

Q. He then and there told you that he was a notary public? A.
I think so.

Q. Why did he tell you he was a notary public? A. He said he
had a paper there for me to sign; that he was a notary public, as
far as I can recollect.

Q. Did he say he had a paper for you to sign, or a paper that you had signed? A. A paper for me to sign; he brought it there.

Q. Did he have the paper then in his hand? A. The one he wanted me to sign?

42 Q. Yes. A. I think I handed it back to him; at least Mr. Nottingham handed it back to him and told me not to sign it.

Q. Was Mr. Nottingham present? A. Yes, sir.

Q. You did not sign any paper on that occasion? A. No, sir.

Q. Was the paper you handed back to him the same paper on which your name appears and to which your attention has been called—the deed? A. I did not read it; I could not tell.

Q. Were there two papers there at the time or only one paper? A. When he asked me if that was my signature he only had one paper; he had another paper which he put in his pocket.

Q. A paper which he put in his pocket? A. Yes, sir; as far as I recollect.

Q. Is this deed the paper you refer to that you refused to sign? A. I couldn't tell you. He had it in this shape (illustrating). I could not say; I could not see anything but that name on it. I did not take it in my own hand and look at it.

Q. And that name was on it at the time he showed you the paper, was it? A. I could not say.

Q. And this signature on this particular deed of trust that he showed you was the signature that he showed you and asked if 43 that was your signature? A. He showed me a paper with my name on it and asked me if that was my signature, and I told him it looked like mine; it might be and it might not be.

Q. Do you know whether this paper—this deed of trust—was the paper he then showed you? A. I do not know.

Q. You do not know what paper he showed to you? A. No, sir.

Q. State whether or not that is your signature to that deed of trust. A. (Examining.) I say now it looks like mine, and it may be and may not be.

Q. Don't you know your own writing when you see it? A. Certainly, and if I wrote that there I wrote it thinking that I was writing something else.

Q. You do not claim, then, that it was not your signature, that you did not write it? A. I cannot say positively that I did not write it.

Q. Do you deny that you did write it? A. No, sir; I cannot say that, either.

Q. You knew that you were to give a deed of trust in this matter, didn't you? A. I did not.

Q. Did you ever know that fact? A. No, sir; to the best of my knowledge, I did not know that I had to give a deed of trust.

Q. Didn't you know that at some time pending this transaction you had agreed to give a deed of trust? A. No, sir; I did 44 not; to the best of my knowledge, I did not know it.

Q. You can read printing, can you not? A. Yes, sir.

Q. You had this copy of the agreement; it was in your possession, was it not? A. Yes, sir.

Q. How long was that paper in your possession? A. I think it was from the time of the transaction up to some time in April.

Q. Did you ever read this paper? A. I did not read it.

Q. Was it ever read to you? A. It was partly read to me, I believe, the day of the transaction.

Q. Was it not all read to you? A. I hardly think it was. It might have been. I do not remember exactly.

Q. Don't you know that it was all read to you? A. Indeed I do not, to the best of my knowledge; I do not remember whether it was or not.

Q. You signed it? A. Yes, sir.

Q. You signed it willingly? A. Certainly.

Q. How can you explain the fact that you would sign a paper which you had not read and which had not been read to you? A. Well, my employé read it. It would take me an hour and a half to read all that.

45 Q. Your employé read it, did he? A. He read some of it; I do not know whether he read it all.

Q. When did he read it? A. Before I signed it.

Q. Did he tell you what was in it? A. He told me it was an agreement.

Q. To do what? A. Between me and Mr. Slater. He was going to cancel all my taxes for so much money.

Q. Was he present when Mr. Soran, the notary, came and presented the paper with your signature, or what paper had your signature upon it? A. Who?

Q. Mr. Nottingham. A. Yes, sir.

Q. Where was this? A. In my store. As near as I can recollect, it was on Saturday morning.

Q. Who else was present? A. Nobody; there might have been a customer or two in there.

Q. Nobody was present but you and Mr. Nottingham and Mr. Soran? A. That is all, as far as I can recollect.

Q. Did you have in your possession during this visit of Mr. Soran any paper at all which Mr. Soran produced? A. The only paper that I had in my possession was that agreement.

46 Q. I mean at this interview did Mr. Soran hand you any paper? A. Yes, sir; he handed me a paper.

Q. What sort of a looking paper was it? A. I did not look at it at all; I gave it to Mr. Nottingham and he looked at it and told me not to sign it.

Q. And that was a paper without any signature? A. I did not see any signature on it; I did not look at it at all.

Q. What did Mr. Soran then do with the paper? A. As far as I can recollect, he took it back and put it in his pocket.

Q. What did he do then? A. Handed me another paper.

Q. Where did he get the other paper? A. He might have had it in his hand; he just handed it that way (illustrating).

Q. Are you sure it was a different paper from the one he first showed you? A. As far as my knowledge lasts me, I think it was.

Q. And this second paper did have what you say purported to be your signature on it? A. Yes, sir.

Q. And he asked you if that was your signature? A. Yes, sir.

Q. And you said it looked like your signature? A. Yes, sir. I told him it might be and might not be.

Q. And you do not know whether this was the paper he
47 then produced or not? A. I do not.

Q. Do you know whether it was printed or written? A. I did not look at it at all; I just handed it over to him.

Q. What did he do with it? A. Read part of it and told me not to sign it.

Q. Did he read it aloud? A. No, sir; read it to himself.

Q. You remember signing a note in connection with this transaction, don't you? A. Certainly.

Q. How did you understand that that note was to be secured or protected? A. I did not understand anything, only I signed a note for \$450.

Q. You do not deny that you did sign the note? A. Certainly I signed it.

Q. For how long a time was that note to run, if you know?

Mr. TUCKER: Objected to as calling for the contents of a written instrument which is in the possession of defendants or some of them.

A. If he objects to it I cannot answer it.

Mr. RICHARDSON: I will state that the object of the question is to test the recollection and good faith of the witness.

Q. For how long a time, according to your recollection, had this note to run? A. Three years.

48 Q. What was the date of the note?

Mr. TUCKER: Objected to for the same reason.

A. The date I do not remember.

Q. What was the date of your contract; do you remember that?

Mr. TUCKER: Objected to for the same reason.

A. No, sir.

Mr. RICHARDSON: I desire to repeat the statement that I am asking these questions to test the recollection and good faith of the witness.

Q. Did you ever sign a note before? A. Who for?

Q. For anybody? A. Yes, sir.

Q. How often have you signed notes? A. Several times.

Q. Did you ever sign a deed of trust? A. Yes, sir.

Q. Did you ever sign a deed of trust to secure a note? A. I signed a deed of trust to secure a note; yes, sir.

Q. Did you ever give a note for three years that was unsecured by a deed of trust? A. I never gave any note for three years.

Q. Are you in the habit of giving notes for a long period of time in your business matters that are not secured in some way? A. I have given notes for two months or three months.

49 Q. Did you ever give a note for three years, unsecured, in your business? A. I never gave but one note for that time and that was secured by a deed of trust.

Q. How did you expect that this note for a period of three years was to be secured? A. I did not know; I did not ask.

Q. And you won't tell us whether that is your signature to that deed of trust or not? A. I say now that it looks like mine. It might be and might not be. If I wrote it there I wrote it thinking I was writing something else.

WM. H. BREWER,
By A. H. GALT, Esq.

Subscribed and sworn to before me this 12th day of October, 1899.
Signed by the examiner by mutual stipulation of counsel.

ALEXANDER H. GALT,
Examiner in Chancery.

VINCENT A. NOTTINGHAM, a witness produced on the part of the complainant, having been first duly sworn, testified as follows:

By Mr. TUCKER:

50 Q. State your full name? A. Vincent A. Nottingham.

Q. Where do you live? A. No. 1406 32nd street.

Q. In Washington? A. In Georgetown; yes, sir.

Q. You are in the employ of Mr. Brewer, the complainant in this case? A. Yes, sir.

Q. How long have you been in his employ? A. Off and on about ten years.

Q. What were your duties in June, 1898? A. I was clerk there.

Q. What sort of duties do you perform for Mr. Brewer? A. Keeping books and do all his business in general.

Q. Write his letters? A. Yes, sir.

Q. Read his letters? A. Yes, sir; I read all his letters.

Q. What can you say as to the extent of Mr. Brewer's education?

A. He can read print very poorly.

Q. Can he read writing at all? A. No, sir.

Q. Can he write? A. He can write his name; as far as I know, that is all. It has been lately that he can do that.

51 Q. Do you recall Mr. Robert Y. Slater, the defendant in this case, coming to Mr. Brewer's shop in Georgetown in or about June, 1898? A. He came there; yes, sir.

Q. What transpired between him and Mr. Brewer, if you were present? A. The first time I know Mr. Slater came there and commenced to talk over matters of back taxes that Mr. Brewer owed, &c., and finally he said that he could save Mr. Brewer lots of money and get his taxes paid for half.

Q. Did he state how he could do it? A. No, sir; just said he could do it, and Mr. Brewer said he would see him later.

Q. Did he tell Mr. Brewer how much taxes were on his property? A. No, sir; he said he would bring over the tax bills, which he did.

Q. What did Mr. Brewer say to Mr. Slater in response to Mr. Slater's statement that he could have all the taxes cancelled? A. He said he would see him later.

Q. Did anything further occur that day between them? A. No, sir; there was nothing; he went off.

Q. Who was with Mr. Slater? A. I think that day he was by himself; I am not positive.

Q. When did he again come, if at all? A. In a very short time he came again.

52 Q. With anybody that time? A. I could not exactly say, but I know once he had a young man with him.

Q. Do you know who the young man was? A. I do not.

Q. Could you recognize him if you saw him? A. I could not.

Q. Was this young man present at any time at any of the conversations that occurred between Mr. Brewer and Mr. Slater? A. No; to my recollection, he was not.

Q. Where did he stay? A. He stayed in the buggy.

Q. You say Mr. Slater came to Mr. Brewer's shop a short time after he had this first conversation with him? A. Yes, sir.

Q. What transpired at this second visit? A. He brought the taxes there—a whole rigamarol of them—I looked over them, and I believe I counted them up to eight hundred and some odd dollars and some cents, and to the best of my recollection I told him I would look over them. He came back again, and when he came the next time he had a paper like that you hold in your hand.

Q. Is that the paper (handing witness the agreement between Mr. Brewer and Mr. Slater attached as an exhibit to the bill)? A. Yes, sir; this is the paper he had.

Q. What occurred then? A. He told Mr. Brewer that he would settle up all encumbrances on the property—the taxes—for \$450.

53 Q. How was that \$450 to be paid? A. It was to be paid in three years, and he said if he didn't pay it that the money would be returned to Mr. Brewer, with interest.

Q. If he did not pay what? A. If he did not pay the taxes and settle up.

Q. Well, what did they then do? A. And then he sprang that other thing there on him, I believe.

Q. After this conversation what occurred—did they sign this agreement? A. Yes, sir; he gave him this thing to sign—gave it to him to read—and I read over this one and Mr. Brewer started to read this, and I said, Wait a moment until I read this; he read one first.

Q. Who read it? A. Mr. Slater; and I read this and asked him to let me see his, and read that, and he got Mr. Brewer—

Q. Now let me understand. Did Mr. Slater have two similar agreements there? A. Yes, sir; two agreements.

Q. Copies of each other; were they identical? A. Yes, sir; both read the same.

Q. Did you compare them? A. No, sir; but just read them over and both seemed to compare the same.

Q. Mr. Brewer and Mr. Slater both signed both of those papers?

A. Yes, sir.

54 Q. What else did Mr. Brewer sign at that time? A. He signed nothing.

Q. Didn't he sign a promissory note? A. I think the promissory note he signed some other day.

Q. You do not think he signed the promissory note that day? A. I do not think he did.

Q. What was done with those two agreements? A. I kept one and Mr. Slater kept one.

Q. Was anything more done that day? A. No, sir; some customer came in and I did not see what happened afterwards. He walked to the door and got in his buggy and went off, and said he would call again.

Q. What occurred after that? A. The next time he came?

Q. Afterwards? A. I could not say. I think it was the next week, if I am not mistaken, and to the best of my knowledge and belief it was on Friday that he came, or probably that same week—I could not exactly say—and he gave him that deed of trust.

Q. I hand you the deed of trust that Mr. Brewer has referred to in his examination (handing paper). A. (Examining.) He handed this to Mr. Brewer, and Mr. Brewer handed it over to me.

Q. Are you positive that was the paper? A. I am positive this was the paper; yes, sir; from what I see of it. I read it to myself,

and, when it came down to this part of it, it said, "Robert Y.

55 Slater, three years after date, with interest thereupon at the

rate of 6 per cent. per annum until paid, said interest payable semi-annually, the said note being given for money loaned in advance by the said Robert Y. Slater to the said William H. Brewer." I put it down and said, "You don't want to sign that damned thing; he is not giving you nothing." What happened then I do not remember.

Q. Who brought that there? A. Mr. Slater brought it, to the best of my knowledge.

Q. Then what occurred? A. Then he gave Mr. Brewer a note for \$450.

Q. This was on the same occasion? A. Yes, sir; the same occasion, to the best of my knowledge and belief, and Mr. Brewer signed it.

Q. Signed the note? A. Yes, sir.

Q. Did he sign the deed of trust? A. I never seen him sign that.

Q. What occurred then? A. Then he went out and he never came no more, and what jogged Mr. Brewer's memory to it, I noticed in the paper that Mr. Slater had gotten into trouble, and I goes to Mr. Brewer. These was the very words I told him. I said, "I told you that fellow was crooked;" I said, "See, here, he has gotten into some trouble with somebody, and they put it in the paper."

Mr. MITCHELL: Objected to.

56 The WITNESS (continuing): I think I have the paper home, if I can find it; it was in the Times. Then we went over to the house three or four different times—

Q. What house, Slater's house? A. Yes, sir. Once they said he had gone to New York, another time his father was dying, or something, and they went upstairs and he was not dead enough not to talk to the lady, whoever she was. We went back to his office and every time we went there a little fellow would be in the office and would say, Mr. Slater has gone to New York; that was all we could get out of him. So afterwards we struck him down there. I said, "What did you send that drunken fellow over to our place for"—the attorney, who was claimed to be one—

Q. Who was this man? A. I could not tell you. He is a man who has a sandy mustache, to the best of my recollection.

Q. Was it this man who is referred to as Soran? A. I could not tell you the name. I did not know the transaction between them. I know nothing about this Soran business. So ne said, "That is his downfall," and he commenced telling Mr. Brewer the reason he had so much money.

Mr. MITCHELL: Objected to as irrelevant.

Q. Slater told Brewer this? A. Yes, sir; that is what he told him. Then he came, to the best of my recollection, another time and asked Mr. Brewer was there not a loan on this property and who held it, and Mr. Brewer told him, and he wanted Mr. Brewer to take this loan out of this man's hands and give it to him so he could carry it all; that is what he said—he wanted to carry it all.

57 Q. Slater said this? A. Yes, sir.

Q. What did Mr. Brewer say? A. He said nothing. He wanted it to be right where it was at and he would see about it later.

Q. Did he explain what he meant by wanting to carry it all? A. That is what he said. He wanted to carry it all. He wanted to pay this man off and carry it all.

Q. When was it that Brewer discovered that this deed of trust was on the property for \$450? A. It was afterwards. One day Bill Custard came by and I had seen another piece in the paper about somebody else. I kept harassing him about it and told him he had better go and see about it. I said, "There is something crooked about it." So he goes to work and calls in Bill Custard and tells him about it, and Bill Custard said, "Who has got this?" and he said Mr. Slater, and he asked him which Slater, and he told him. I was busy putting up stuff and now and then I would come in and get a word of it, and he said something to Mr. Brewer while I was outside waiting on a lady, and when I got there Mr. Brewer said, "Give me that agreement," and I pulled it out, and, to the best of my recollection, I said—

Q. I do not care about any further talk between Bill Custard and Slater. How many papers did Mr. Brewer sign for Mr. Slater? A.

To the best of my knowledge, he signed three—the note and two agreements.

Q. Did you ever see him sign a deed of trust? A. No, sir; I never did.

58 Q. Did you ever know of any notary public to come over to Mr. Brewer's shop and take his acknowledgment to a deed of trust? A. He came there on Saturday, this man did, as I told you before.

Q. What man was this? A. I do not know his name. He was a heavy-built man, with sandy mustache.

Q. What did he want? A. He was drunk, and came in there and held something up in his hand and asked Mr. Brewer if he would sign it. I said, "We have got no time to attend to that; it is Saturday;" something to that effect; and I believe I took something out of his hand and I said, "You don't want to sign it." He said, "You acknowledged this is your signature there?" I was busy waiting on the people and just got a glance of it, and I heard Mr. Brewer say, "It looks like it."

Q. Was that Mr. Soran who brought that in? A. I could not tell you whether his name was Brown, Mulligan, or what.

A. I understood you to say a moment ago that it was Mr. Slater who brought it in? A. This man brought it on Saturday.

Q. Mr. Slater brought it in before when the signing business was going on? A. Mr. Slater brought it in on Friday and this man on Saturday.

59 Q. What do you know about Slater having collected some thirty-odd dollars to pay taxes on his property and not accounting for it—not paying the taxes?

Mr. MITCHELL: Objected to as irrelevant.

Q. That is something I do not know about. He never let me into that.

Cross-examination.

By Mr. RICHARDSON:

Q. You say you were present when these parties first came together—when Mr. Slater was there and Mr. Brewer was present and you were present? A. When he first came, to the best of my knowledge, yes, sir.

Q. And there were three papers there? A. No, sir.

Q. How many? A. There were none at all.

Q. When were there some papers? A. I believe the second time he brought some.

Q. What papers were there on that occasion? A. I seen the one like the one you have there—similar to that.

Q. The agreement? A. Yes, sir.

Q. And you compared those two papers, did you? A. Not word for word. I read them over.

Q. You were satisfied that those two papers were exactly similar? A. Yes, sir.

60 Q. And those papers were signed then, were they ? A. Yes, sir.

Q. Mr. Brewer signed them ? A. Yes, sir.

Q. And Mr. Slater signed them ? A. Yes, sir.

Q. Did you read one of those papers to Mr. Brewer before he signed it ? A. I read one of them ; right smart of it.

Q. You read the one which is now produced—the one he kept ? A. I think I heard pretty much all of it.

Q. How much did you read ; did you read the first page of it ? A. Yes, sir ; I read it right straight through—word for word.

Q. You read it through, just as it is produced here ? A. Yes, sir.

Q. Did you know, then, that the agreement recited that he was to give a deed of trust on this property to secure the note ? A. I think I read it in there.

Q. You read it to Mr. Brewer ? A. I think I did.

Q. Don't you know that you did ? I will read what it says in this paper : "In consideration of the premises, does this day deliver to the said Robert Y. Slater his one promissory note to the said Robert Y. Slater his one promissory note for \$450, to run three years at 6 per centum, interest payable semi-annually, secured by a deed of trust on the aforesaid property." A. That is what it said, all right.

Q. You read that ? A. Yes, sir.

Q. You read it to Mr. Brewer ? A. I think he read it.

Q. You read it, and don't you know he read it ? A. Do you know you are living ?

Q. Yes ; I know I am living. A. Then I read it.

Q. And Mr. Brewer can hear all right, can he ? A. I believe he can.

Q. And, after reading that provision in this agreement, he signed it ? A. Yes, sir.

Q. What was then said after the signing of the note and the deed of trust, if anything ? A. I never heard anything said about signing any deed of trust on that day.

Q. When did you hear something about it ? A. The first time I ever knew anything about it was the time Mr. Custard came there and said, "Do you know he has got you fixed ?" or something like that.

Q. Don't you know that Mr. Slater himself came back the next week and brought the deed of trust and the note ? A. Yes, sir.

Q. That was the next time you heard about it, then ? A.

62 The time I told him not to sign was the first time I read the thing ; I never read it all the way through—the deed of trust.

Q. Don't you know that within a week after that Mr. Slater came back and brought a deed of trust and a note ? A. No, sir.

Q. Have you not so testified today ? A. No, sir ; just that note—I read that far.

Q. (Interrupting.) Have you not testified here today that within a week Slater came back with a note and with a deed of trust ? A.

I do not think I did. I said he came back with a piece of paper, that I just throwed in that gentleman's lap, and I read it that far and told him not to sign it.

Q. (Exhibiting paper.) Is this the paper you refer to? A. Yes, sir; that is the paper.

Q. What is that paper? A. Is is a deed of trust it says up here.

Q. You knew that was a deed of trust? A. I did not know; I never seen one; this is the first I ever saw.

Q. This is the first deed of trust you ever saw? A. Yes; the first I ever saw in my life.

Q. Anyhow, this was what Mr. Slater brought there within a week after the agreement had been signed? A. Something like it; yes, sir.

Q. And he brought with it a note? A. Yes, sir.

Q. Did Mr. Brewer sign the note? A. Yes, sir.

63 Q. Did he make any question about signing it? A. No, sir; I read it to him.

Q. Did Mr. Brewer sign this deed of trust then? A. I never seen him sign it.

Q. Did you read everything that was on the note? A. Yes, sir; I read the note through.

Q. Didn't you read that the note recited that it was to be secured by a deed of trust on the face of the note? A. I could not say that it did; I do not recollect.

Q. If that was on the note you read it, if you read everything that was on it. A. If I should see the note I could tell you.

Q. You said you read everything that was on the note. A. I do not know whether I read it now, but I read it then.

Q. Will you swear that at that time when Mr. Slater brought this deed of trust that Mr. Brewer did not sign the deed of trust? A. I know nothing about that signing business.

Q. Why? A. Because I told him not to sign it.

Q. Why? A. I went to wait on somebody and I do not know what transpired between them two.

64 Q. And you won't say that Mr. Brewer did not sign it notwithstanding what you told him? A. I won't say that he did or did not. I know I told him not to sign it.

Q. That is all you know about it? A. Yes, sir.

Q. How long has Mr. Brewer been able to write his name? A. It occurred since I have been married.

Q. How long have you been married? A. Seven years, I think.

Q. And you think Mr. Brewer has learned to write within the last seven years, do you? A. Yes, sir; because he used to make his mark before. He used to sign his name by a mark.

Q. When did you ever see him make his mark? A. I have seen him make his mark on a note and on several checks.

Q. Did you see Mr. Brewer sign a deed of trust on that property to secure Messrs. Gordon and Gordon? A. No, sir; I did not see him sign no note.

Q. You do not know anything about that? A. No, sir; I know he did not sign any note.

Q. You have seen a great deal of Mr. Brewer's handwriting since he has been able to write in the last seven years? A. Yes, sir.

Q. You have seen him write his name often? A. Not very often.

Q. Are you familiar enough with it to recognize his signature when you saw it? A. Yes, sir; I can tell it.

65 Q. (Handing witness a paper.) Look at the signature to that (the deed of trust) and say whether it is his signature.

A. (Examining.) It looks very much like it; yes, sir.

Q. How soon after that interview, when Mr. Slater brought the note and the deed of trust, did you see Mr. Soran, the notary public? A. I do not know him.

Q. How long after that was it that somebody else came there? A. The next day, I believe.

Q. What time the next day? A. Before 12 o'clock, or about 12 o'clock.

Q. What sort of a looking man was it that came? A. He was a heavy-built man with a sandy mustache.

Q. Did he produce a paper at that time? A. Yes, sir. He pulled a paper out of his pocket.

Q. How many papers did he pull out? A. I would not like to swear, but I think he pulled out two.

Q. What did he do with the papers? A. One paper I read and told Mr. Brewer not to sign it.

Q. What was in that paper? A. It seems to me it is that thing you have there (indicating).

Q. This deed of trust? A. Yes, sir.

Q. You told him not to sign that? A. Yes, sir.

66 Q. What was in the other paper? A. He didn't let me see that at all; that thing he held in his hand just like this and he came in the door just like this (illustrating) and said, "Is that your signature?" and when he went out the door I said, "That fellow is drunk."

Q. Was that the deed of trust that you are speaking of? A. I did not see it; he held it in his hand. I was busy putting up goods.

Q. How much of this deed of trust did you read? A. I just read down to where it said he loaned and advanced to William H. Brewer.

Q. Did you see that? A. Yes, sir; I read that much of it.

Q. Did you look all through it? A. No, sir; I just looked that far and told him not to sign it.

Q. Then what did you do with it? A. I threw it down on the counter.

Q. Then what did the notary do with it? A. I could not tell you. They had an argument, and I threw it down and went out to wait on somebody, and when I came back he had it in his hand and said, "Is that your signature?" Mr. Brewer said, "It looks like it; it might be," or something like that.

Q. How long were you gone when you went out to wait on a customer? A. Just long enough to go out and put up an order. I was not waiting on a customer.

67 Q. What do you mean by "putting up an order"? A. Do you know?

Q. I am asking you the question. A. Did you ever hear of putting up an order?

Q. You had a list of groceries to put up in packages, did you? A. That is it; yes, sir.

Q. And you went out to put up some of those things? A. Yes, sir.

Q. How many of those things did you put up? A. I do not know; I put up a whole string of them.

Q. While you were out? A. No, sir.

Q. When? A. I had to go out and in to put them in the box.

Q. You kept going in and out? A. Yes, sir; and around the store.

Q. In what part of the store was it that this gentleman saw Mr. Brewer? A. He came right in the door.

Q. He stood right at the counter, did he? A. No, sir; right at the side of the door.

Q. And talked to him right there? A. Yes, sir; and held it in his hand.

Q. You went in and out, putting up orders? A. Yes, sir.

Q. You said he produced two papers? A. To the best of my belief, he did.

Q. Where did he get the other paper from? A. I could not tell you that.

68 Q. Did he have both papers in his hand at one time? A.

I did not see but one. One he asked Mr. Brewer to sign, and that was that thing I read down that far and told him not to sign it.

Q. Then you went away and when you came back you saw him with a paper in his hand? A. Yes, sir; asking Mr. Brewer if that was his signature.

Q. Did you read the second paper? A. No, sir.

Q. How did you know that he had two papers? A. Because he showed me one of them. I had one and read it, and he said, "Is this your signature"—

Q. How did you know whether the first was not the same as the second? A. I did not know.

Q. Then, you do not know that he had two papers, do you? A. I certainly do. The one he gave him to sign and the other he asked was that his signature, to the best of my knowledge and belief.

Q. That is the only way that you know that he had two papers, the fact that he asked him to sign his name on one occasion and afterwards asked him if that was his signature? A. Yes, sir.

Q. And beyond that you are not able to say that there was more than one paper there? A. No, sir; I am not.

Q. When he showed him the paper that you saw—the deed
69 of trust—and when you saw that paper was there any signature on the paper? A. I did not look for that. I just read that part there.

Q. Did you look on the second page of the paper at all? A. I do not think I did. I just looked there where you see that writing there, that he advanced the money.

Q. When he came back you say he was holding up this paper? A. Yes, sir.

Q. What did he say? A. He asked Mr. Brewer if that was his signature.

Q. What did Mr. Brewer say? A. He told him it might or it might not be—something to that effect.

Q. Is that all that was said? A. It might be.

Q. What did you do then? A. I went about my business putting up my orders.

Q. Later on you said you saw Mr. Custard, and you said that you suspected that there was something crooked. Crooked about what? A. I never saw Mr. Custard at all.

Q. You used the expression that you suspected that there was something crooked? A. Yes, sir.

Q. What led you to suspect that? A. Because I saw one article in the paper.

70 Q. What could there have been crooked? A. Well, I do not know. I could not explain right away. I believe I have the paper home.

Q. What could there be crooked about this transaction? A. I told Mr. Brewer that I thought the man was trying to get his property away from him for nothing.

Q. Upon what did you base that thought? A. Because he done nothing but keep out of the way all the time.

Q. How could that enable him to get his property? A. I could not tell you that. We went to his house and never could see him, so finally he called in Mr. Custard.

Q. Mr. Brewer had not signed any lien on his property, according to you, at all? A. Not according to me—except Mr. Custard came in and said, He has got you, and I said, I told you.

Q. How did he explain that he had got him? A. I do not know anything of the contract between Mr. Manogue and Mr. Custard and Mr. Brewer. I have nothing to do with it.

Q. Subsequently you had a talk—you were present at a conversation when Mr. Slater told Mr. Brewer that he wanted to carry all of the encumbrance on the property? A. Yes, sir.

Q. What did Mr. Brewer say to that? A. He said he would see him later—something to that effect.

Q. Did Mr. Brewer say anything about Slater carrying any of the encumbrance at all? A. Not a word, to my knowledge.

71 Q. What did you understand Mr. Slater to mean, if you understood him to mean anything, by saying that he wanted to carry all of the encumbrance? A. That is where I first got the idea that he had him.

Q. How did that give you an idea that he had him? A. After I had read this article and seen this thing he came and saw Brewer afterwards and I knew then there was something up.

Q. Didn't you suspect then that Mr. Brewer had signed a deed of trust some time? A. I suspected that he had; yes, sir.

Q. You suspected then that Mr. Brewer had signed a deed of trust? A. Yes, sir; I suspected that he had.

By Mr. MITCHELL: On the first day that Mr. Slater came with Mr. Brewer with the papers you said he had the note and two *and two* agreements? A. To the best of my knowledge and belief, he did.

Q. That was on the first day? A. No; on the first day he had nothing.

Q. The first day that there was any paper signed? A. Yes, sir.

Q. He had a note and two agreements? A. To the best of my knowledge and belief.

Q. Was that the same day that he handed Mr. Brewer this paper—this deed of trust—that you read and told him not to sign?

72 A. No, sir; that was another day that I told him not to sign.

Q. He did not have the deed of trust with him when he signed the note? A. I do not think he did. I never saw it, anyhow.

Q. But the day he signed the note he had the two agreements? A. Yes, sir.

Q. When was that, do you know? A. I could not exactly tell you.

Q. The month of March? A. I could not tell you. The only thing I know, I know the lawyer came there, whatever you call him, on Saturday.

Q. How do you fix the so-called lawyer coming on Saturday and keep that in your mind and cannot keep in mind the month? A. Because Saturday was our busiest day and he came there on Saturday.

Q. You are busy every Saturday? A. Yes, sir.

Q. Are you busy any other day but Saturday? A. No, sir; not like Saturday.

Q. You never have a rush any other day than Saturday? A. Yes, sir; but not like Saturday.

Q. Can you explain how you fix Saturday and cannot fix the month? A. I cannot fix the month. I know it was Saturday. I am positive about that.

Q. On what day did the heavy-built man come that you 73 have described? A. The drunken man came on Saturday.

Q. I want to understand you as to this deed of trust. You read the first page of this deed of trust down to money loaned and advanced? A. Yes, sir; right there.

Q. Did you look at the other page at all? A. I never looked at any other part of it, to the best of my knowledge and belief.

Q. When the man first came in what was the first thing he said to Mr. Brewer? A. To the best of my knowledge, when he first came in he asked Mr. Brewer to sign something.

Q. What was the something? A. I think it was that thing there I read down as far as that. It said "loaned and advanced."

Q. Did he hand this to you? A. No, sir; he handed it to Mr. Brewer.

Q. Did Mr. Brewer hand it to you? A. He laid it on the desk.

Q. You took it out of Mr. Brewer's hand and read it? A. I do not know that I took it out of his hand, but I know I read it down that far.

Q. When did he produce the second paper? A. Then, when I throwed that down I went about my business and put up the order and went outside and got the article, and when I came in the door again he had something in his hand, and said, "Is this your signature?"

74 Q. How close were you to him when he made that remark? A. He was about standing like this (indicating) and I was coming in the door that way (indicating).

Q. How many feet were you away? A. I was not a thousand.

Q. Answer the question. How many feet were you away when you came in the door? A. Have I got to answer you how many feet I was? I do not know whether I was one or a thousand.

Q. Were you five feet from Mr. Brewer? A. I told you I did not know whether I was one or a thousand. I was in the same building with Mr. Brewer and the same room with Mr. Brewer. You can just judge that. It was in the store.

Q. And you decline to say or give any idea how close you were? A. I am not going to say either. I do not know whether I was one foot or a thousand feet. I was in the same building.

Q. How large was the room? A. I never measured it.

Q. As large as this? A. Larger than this.

Q. As large as these two rooms? A. I suppose it is.

Q. What was the position in which Mr. Soran or this gentleman held this paper to Mr. Brewer? A. He held it up like that (illustrating, folded).

75 Q. Illustrate how he did. A. He had it folded in his hand that way (illustrating), and asked if it was his signature.

By Mr. TUCKER:

Q. When this sandy-mustache heavily built man who has been called Soran came into the store that Saturday was he drunk or sober? A. He was drunk; he was under the influence of liquor.

Q. How could you tell that? A. Because I know it. He staggered, in the first place. I told Mr. Slater he was drunk; went down and asked him what made him send him up there.

Q. What did he say to that? A. He said that was his downfall, and I asked him why it was that he had such a man around there.

Q. On this day that this man came to Mr. Brewer's did you hear him ask Mr. Brewer at any time whether that was his act or deed, and exhibit any paper to him? A. I did not hear him say anything like that. All I heard him ask was, was that his signature.

VINCENT A. NOTTINGHAM,
By A. H. GALT.

Subscribed and sworn to before me this 12th day of October, 1899.
 Signed by the examiner by mutual stipulation of counsel.

ALEXANDER H. GALT,
Examiner in Chancery.

76 Wm. H. BREWER recalled.

By Mr. TUCKER:

Q. When this man who has been known as Soran came to your store with the paper was he drunk or sober? A. He acted to me like a man who had been drinking right smart.

Q. How do you know? A. I smelt his breath, for one thing, and he kind of staggered.

Q. At that time did he exhibit any paper to you and ask whether that was, or represented, your act and deed? A. All he exhibited to me was a paper that he held up just like this and said, "Is that your signature?" I said, "It looks like mine; it might be and might not be; I have no time to look at it."

Mr. MITCHELL: Object to the question and answer as leading.

Q. And that is all you know? A. Yes, sir.

Q. Are you positive that you did not sign any paper at the request of that man? A. I am positive I did not.

Q. On that day that this drunken man called at your store did you sign any paper? A. No, sir.

WM. H. BREWER,
 By A. H. GALT, *Examiner.*
 ALEXANDER H. GALT, *Examiner.*

77 Adjourned until Thursday, October 19th, 1899, at 3 o'clock

p. m., at which time, owing to engagements of counsel, an adjournment was taken to meet on notice.

ALEXANDER H. GALT, *Examiner.*

WASHINGTON, D. C., November 21st, 1899.

Met pursuant to notice.

Appearances: The same as before.

A. E. L. LECKIE, a witness of lawful age produced on the part of the complainant, having been first duly sworn, testified as follows:

By Mr. TUCKER:

Q. State your name, residence, and occupation. A. A. E. L Leckie; I reside at No. 328 C street northwest; I am a member of the bar of the supreme court of the District of Columbia.

Q. You have been a member of the bar of the supreme court of the District of Columbia and of the Court of Appeals for a number of years, I believe? A. Yes, sir.

Q. And have been in active practice in Washington? A. Yes, sir.

Q. Are you acquainted with Robert Y. and John G. Slater?

78 A. Yes, sir; that is, I know who they are.

Q. You have been brought in contact with them in a business way? A. Yes, sir.

Q. Do you know where their office was in and around the month of June, 1898? A. Yes, sir; in the Gunton building, on Louisiana avenue.

Q. Do you know what business they were engaged in and are now engaged in? A. That is difficult to tell, as they seemed to be engaged in a very uncertain kind of business. I can say that they seemed to be engaged in the insurance business and also in the special-tax business, the real-estate business, and a number of other projects.

Q. Do you know whether a part of their business consisted in buying and selling tax certificates and cancelling defective tax assessments? A. I know they did that kind of business.

Q. Do you know whether either of them was or is a member of the bar? A. So far as my knowledge goes, neither of them is a member of the bar.

Q. Did you ever hear of the Washington Law and Claims Company, John G. Slater, president, office No. 5 and 6 Gunton building, 472 Louisiana avenue northwest? A. Yes, sir.

Q. Do you know whether the Slaters were connected with that company? A. I cannot say from my own personal knowledge. I can from general reputation or information. They were re-
79 puted to belong to it—in fact, the principal promoters of it.

Q. Do you know whether the office address which I have just given was and is also the office address of the Slaters? A. It is. I never knew any one to do business in those offices at the time except the Slaters.

Q. Are you acquainted with Mr. Malcolm Hufty? A. Yes, sir.

Q. Is he a member of the bar of this court? A. Yes, sir.

Q. He has been for a number of years? A. Yes, sir.

Q. Please state if you know where his office was in and around the month of June, 1898, and is now. A. It was in the Gunton building, and on the same floor as Slater's office, about five yards further down the hall, on the opposite side of the hall.

Q. Do you know whether at or near the time mentioned Mr. Hufty had professional relations with the Slaters?

Mr. RICHARDSON: The question is objected to as immaterial, incompetent, and irrelevant, and has no bearing upon this case, in that it is *res inter alios acta*.

A. Yes, sir.

Q. How do you know that? A. For the reason that I had business in which Mr. Hufty represented the Slaters as their counsel, and it was through Mr. Hufty that I concluded or endeavored to conclude their business.

Mr. RICHARDSON: The same objection as to the answer.

80 Q. What was the general nature of the business? A. The business was the cancellation of taxes—that is, Mr. Hufty represented that Mr. Slater had purchased a number of tax certificates at tax sales which would cancel a large amount of taxes due the District of Columbia on property I was interested in for a client of mine, and endeavored to purchase these tax certificates at a discount in order that the taxes might be cancelled on the tax books. I had considerable negotiations with Mr. Hufty, representing the Slatters, relative to the purchase of those tax certificates and succeeded in making a contract with Mr. Hufty for the purchase of the same.

Mr. RICHARDSON: The answer is objected to unless it be shown that the transaction about which the witness is testifying had some connection with or included the transaction involved in this case.

By Mr. TUCKER:

Q. In those negotiations with Mr. Hufty I understand he acted for the Slatters? A. So he informed me.

Q. Have you any correspondence with Mr. Hufty by which, after refreshing your memory, you could state as nearly as possible the date of these transactions? A. I have had considerable correspondence with Mr. Hufty, but in the short notice given I have been able to find only two or three communications. I have one communication dated August 25th, 1898, and another one dated August 22, 1898, and still another dated July 2, 1898. I have other communications, but have been unable to find them in the short notice given me.

81 Mr. RICHARDSON: The answer of the witness is objected to on the ground that the transaction involved in this litigation was subsequently to the time referred to by the witness about which he refreshes his recollection by certain letters which he has produced.

Q. These letters referred to by you and which you have handed to me were received by you from Mr. Hufty? A. Yes, sir.

Mr. TUCKER: I offer these three letters in evidence. They are from Mr. Malcolm Hufty and are dated July 2, 1898, August 22, 1898, and August 25th, 1898.

(The letters are hereto attached, marked Exhibits A. H. G. Nos. 1, 2, and 3 respectively.)

Q. How old a man would you say Robert Y. Slater is—a young or an old man? A. A man about twenty-one.

Q. And John G. Slater is his father? —. —.

Q. Do you know who Mattie R. Slater is? A. She is the wife of John G. Slater.

Q. These transactions that you had with Mr. Hufty, where you were representing the Slatters, as I understand, involved the purchase of tax certificates from them which would cancel prior assessments of taxes? A. Yes, sir.

Cross-examination.

By Mr. RICHARDSON:

Q. In reference to what property were those tax-sale certificates about which you had dealings with Mr. Hufty? A. The
82 Moxley property belonging to the Moxley estate.

Q. B F. Moxley's estate? A. Yes, sir; Benjamin F. Moxley.

Q. Were all the certificates about which you had dealings with Mr. Hufty in reference to that particular estate, or did you have dealings with him in reference to other certificates on other property? A. I do not now remember any, except it be the Rice certificates and the Tucker certificates.

Q. Who owned the Rice and Tucker certificates? A. Do you mean when I purchased them?

Q. When you had your dealings with Mr. Hufty in reference to them. A. I do not just remember what dealings I had with Mr. Hufty in reference to those; but it was represented that the Slaters owned them, but it afterwards developed that they were in the hands of Mr. Marshall and I secured them through Mr. Marshall later.

Q. When was it that you had those dealings with Mr. Hufty in reference to the Rice and Tucker certificates? A. If at all, about the same time as the Moxley certificates.

Q. Whom did Mr. Hufty represent in reference to that matter? A. Now understand me, I am not clear in regard to just what part Mr. Hufty played in that. He certainly represented Mr. Slater, if any one, in these matters, because all my dealings, which were very slight, were to secure them through the Slaters; my object was to get them from the Slaters.

83 Q. What Rice and Tucker were those? A. Edmond V. Rice and Susie R. Tucker, if I remember correctly.

Q. Did you purchase those certificates? A. I did purchase them from Mr. Marshall, the same as I did the Moxley certificates. It was represented that Mr. Slater owned them, but when the time came to purchase them it developed that Mr. Marshall had them in his possession and claimed ownership of them and it was necessary for me to purchase them through Mr. Marshall.

Q. Had you not, prior to the time when you purchased these particular Moxley certificates, about which you have spoken, purchased certificates upon that same Moxley estate from Mr. Hufty? A. Yes, sir; the very first certificate that we purchased at all upon that estate was from Mr. Hufty in his individual capacity. It was then that I learned that he represented the Slaters in the other transactions. He informed us that we would have to purchase the balance of those certificates, which Mr. Slater owned, through him, as he represented the Slaters, and my entire dealings thereafter were through Mr. Hufty and not with the Slaters direct.

Q. Who told you that Mr. Hufty represented the Slaters in this transaction? A. Mr. Hufty.

Q. What did he say in that respect? Did he say he repre-

sented Mr. Slater in this transaction, or did he put it in any other or different light? A. It is impossible for me to tell at this time just what words he used. He gave me to understand that he
84 represented the Slaters and if we wanted to purchase the balance of those certificates we could do so through him, and all my negotiations were through him. I never had but one conversation with Mr. Slater and that was an accidental conversation relative to the purchase of those certificates, as I remember at this time.

Q. Were you not attorney at that time in a case which was pending against the Slaters—a suit in equity? A. No. I had been an attorney in an equity suit against the Slaters, but that action had been terminated some time prior thereto.

Q. Was not Mr. Edwin Forrest a cotrustee with Mr. George E. Hamilton in the settlement of the Moxley estate? A. He was.

Q. Is it not a fact that in the first instance you and Mr. Forrest approached Mr. Hufty and asked him to negotiate with the Slaters for you in order to ascertain the lowest price at which those certificates could be secured or to purchase them at the lowest price? A. No, sir. My best recollection is that Mr. Hufty informed us that we could not purchase through the Slaters, but through him, as he represented the Slaters, and I never, to my knowledge, endeavored to secure those certificates through the Slaters, although the Slaters were on such terms with us that we could have done business with each other. There was no reason why we should not do business with the Slaters except that, through the representations of Mr. Hufty, I did not make any effort to do business with the Slaters except through their representative.

85 Q. In that answer do you mean to be understood as speaking for Mr. Forrest as well as yourself? A. No, sir; I speak for myself only.

Q. In your dealings with Mr. Hufty, in which he stated to you the capacity in which he represented the Slaters, will you state whether you wish to be understood as meaning to say that Mr. Hufty by his declarations or by his conduct represented the Slaters as their general counsel or only in those particular transactions of which you have spoken? A. Mr. Hufty represented to me that he represented the Slaters and I would have to purchase the certificates through him.

Q. If, as you say, Mr. Hufty stated to you that he represented the Slaters, is it not a fact that his statement in that respect was solely with reference to the particular transactions in which you were at the time engaged?

Mr. TUCKER: Objected to as calling for an inference.

A. I have no reason to believe otherwise, as I was not interested in any other transactions at the time.

Mr. RICHARDSON: Your answer is that his statement that he represented them was limited to the specific transactions in which you were engaged? A. He did not limit it in his question at all. I had only the transactions of which I have spoken, and therefore I

cannot say whether he represented the Slaters in a particular instance or as general counsel.

86 Q. You have known of the Slaters having other litigation?

A. Yes, sir.

Q. Did Mr. Hufty represent them, to your knowledge, in any other litigation? A. I do not know what Mr. Hufty has done nor who their counsel are.

Q. Who represented the Slaters in the particular suit which you say you filed—the equity cause which you settled prior to this transaction? A. O. D. Barrett and E. G. Niles.

Q. Don't you know that J. J. Darlington at times represented the Slaters? A. I do not know that of my own knowledge.

Q. Don't you know that Douglass and Douglass have represented them? A. I do not know of my own knowledge. Douglass and Douglass are on the other side.

Q. Don't you know that E. G. Niles and O. D. Barrett have represented the Slaters? A. I do, so far as the record goes.

Q. Don't you know that F. E. Mitchell has represented them also? A. That refreshes my recollection as to the matter. F. E. Mitchell did, in a matter direct with me I had with him, state to me that he represented the Slaters. I later saw Robert Y. Slater and he said to me that Mitchell had no right to represent him. This was in reference to the Tucker certificate.

87 Q. Was it also in reference to the Rice certificate? A. The

Tucker and Rice certificates were in reference to the same piece of property.

Q. As your memory now stands refreshed in reference to the Tucker and Rice certificates, are you prepared to say that Mr. Hufty did represent the Slaters in that transaction? A. My better recollection is now that Mr. Hufty did not represent them in that transaction, but he may have spoken to me of it in a general way. I think I did have a talk with him, but not as counsel.

Q. In reference to these transactions with whom was your dealing or did you deal directly with the Slaters? A. Mr. Mitchell represented that he represented the Slaters. I afterwards saw Robert Y. Slater and he disavowed that fact, and my dealings were then with Slater himself—one or the other, Robert Y. particularly, until it was ascertained that they could not deliver the certificates and I afterward found them in the possession of Mr. Marshall, and I purchased them of him. That is correct.

A. E. L. LECKIE,
By A. H. GALT, *Ex'r.*
ALEXANDER H. GALT,
Examiner in Chancery.

88 ALBERT MARSHALL, a witness produced on the part of the complainant, having been first duly sworn, testified as follows:

By Mr. TUCKER:

Q. State your name and residence. A. Albert Marshall, Baltimore, Md.

Q. You are a member of the bar of this District? A. No, sir.

Q. Are you engaged in the practice of the law here? A. No, sir.

Q. Have you an office here? A. Yes, sir.

Q. Where? A. In the Fendall building—an office in connection with Douglass and Douglass. They have a suite of rooms. I have desk-room—a little office off to myself.

Q. In what business are you engaged? A. As attorney-in-fact for J. H. Rothert, and also incidentally in little matters of my own.

Q. Have you had occasion of late years to purchase or sell tax certificates on property in the District of Columbia? A. If you will allow me to state, in my dealing no tax certificates have passed through me; tax deeds, yes.

Q. Are you acquainted with Robert Y. Slater and John G. Slater, of this city? A. Yes, sir.

Q. And with Mr. Malcolm Hufty? A. Yes, sir.

89 Q. Do you know where the office of the Slaters is? A. Yes, sir; in the Gunton building, on Louisiana avenue.

Q. Do you know where Mr. Hufty's office is? A. Yes, sir.

Q. How near is Mr. Hufty's office to that of the Slaters? A. In the neighborhood of thirty feet, I imagine.

Q. Do you know whether Mr. Hufty and the Slaters have any professional relations with each other or business relations?

Mr. RICHARDSON: That question is objected to as irrelevant, incompetent, and immaterial unless it be shown that Mr. Hufty represented the Slaters in the particular transaction involved in this suit.

A. Does this relate simply to John G. and Robert Y. or does it bring in the several members of the family?

Q. And Mattie R. A. I know of one specific case of professional relationship.

Q. What is that case? A. That was a suit to cancel certain improvements on a piece of property that Mattie R. Slater had in her name at the time as trustee.

Q. Did Mr. Hufty represent her? A. Yes, sir.

Mr. RICHARDSON: Any business or professional relationship that Mr. Hufty may have had with Mr. Slater we object to as irrelevant, incompetent, and immaterial. It is *res inter alios acta*.

90 Q. Did you ever have any occasion to go to the office of the Slaters in the Gunton building? A. Frequently.

Q. Did you ever have occasion to go to Mr. Hufty's office in the Gunton building? A. Yes, sir.

Q. Could you tell from your visits to those offices what was the degree of intimacy between the Slaters and Mr. Hufty?

Mr. RICHARDSON: That is objected to as irrelevant, incompetent, and immaterial.

A. It seemed to me to be comparatively close. I want to be distinctly understood as not giving an expression of opinion arrived at as the result of my own observation. The specific answer is that it seemed to be an intimacy that was very close.

Q. Please tell us why it so seemed to you.

Mr. RICHARDSON: The question is objected to for the same reason as stated in the objection to the former question.

A. Because John G. Slater and Robert Y. Slater both referred from time to time to certain transactions as existing between themselves and Mr. Hufty, Mr. Robert Y. Slater specifically referring at one time to the preparation of a list of property on which he was getting a statement of the back taxes that had accrued and which he was preparing in connection with or to be used by himself and Mr. Hufty, and after he got his book up he would give to me or to my principal the papers or rough draft. The second circumstance was in the fact

that at the time Mr. Slater's two sons were both out of the city
91 I would occasionally go into the office to leave some word with or make some inquiry of the office boy, and Mr. Soran would tell me that I would find him either in Mr. Addison's office or Mr. Hufty's, I think it is Mr. Addison's; I am not absolutely clear, but it is an office immediately adjoining Mr. Hufty's. The only other circumstance was that of Mr. John G. Slater's statement to me on one occasion when I asked him in regard to quite a number of tax-sale certificates which had been sent over to me in the course of business to be made into deeds—whatever was done with them—to the direct question, "Who represents you in your proceedings?" His answer was, "Mr. Hufty does," and at other times mentioned other people's names, which I can give you if you desire. Now, I have answered that question specifically. I want to add specifically, unless it is objected to, the fact that surface indications existed; but my course of action was entirely independent of the impression made upon me or anybody in a similar position.

(By Mr. TUCKER:)

Q. How far back does your acquaintance with Mr. Robert Y. Slater, Mr. John G. Slater, and Mr. Malcolm Hufty extend? A. I will divide the three parties. My acquaintanceship with Mr. John G. Slater began in the early part of March, 1898; with Mr. Robert Y. Slater a few weeks thereafter; I cannot come even within a week of the date, and then it was some time between the 1st of June and the last of July, 1898, that I met Mr. Hufty for the first time—that is to say, to know him—to be introduced to him or to meet him.

92 Q. Who is Mattie R. Slater, if you know? A. She is Mr. John G. Slater's wife. That is an accepted fact.

Q. In your answer to one of the preceding questions you referred to Mr. Soran as being in the office of John G. Slater and Robert Y. Slater? A. Yes, sir.

Q. Do you know what, if any, official position he held? A. He held the position of notary public.

Q. Do you know whether his name is Thomas W. Soran? A. Thomas W.

Q. Do you know whether he was employed by the Slaters or had office-room with them only? A. I really do not know. It is not a matter for me to express an opinion about. I cannot answer either in the affirmative or negative from my own knowledge.

Q. Well, judging from what you saw on your visits to the office of the Slaters, what seemed to be Mr. Soran's position in that office—whether that of a clerk or employé of any sort or partner or what not? A. It seemed to me—which was entirely independent of the information given me—that his position there was merely that of a hanger-on to pick up what he could in the shape of his business. I occasionally saw some papers that had been made out in his writing, but whether in the capacity of a friend or clerk I do not know. I could answer the way it was represented to me.

Q. How was it represented to you?

Mr. RICHARDSON: That is objected to unless it be shown that the representation came from some of the Slaters.

93 A. In that view of the question, Mr. John G. Slater himself told me that he had obtained a book-keeper, "and there he is"—pointing to Mr. Thomas W. Soran at the time—in order to keep the accounts straight between Rothert and himself.

Q. Mr. John G. Slater referred to Mr. Soran as his book-keeper? A. Yes, sir.

Mr. RICHARDSON: All this testimony is objected to as incompetent, immaterial, and irrelevant.

Q. Do you know whether Mr. Soran had an office anywhere else than with the Slaters? A. I do not know; no, sir.

Mr. RICHARDSON: I make the same objection to this question and answer—that it is immaterial, incompetent, and irrelevant.

Cross-examination.

By Mr. RICHARDSON:

Q. You have stated that you had certain conversations with Mr. Robert Y. Slater, I believe, and in one of those with Mr. John G. Slater; that in those conversations you have stated, in order to show the degree of intimacy that existed between these parties and Mr. Hufty, they told you that sometimes Mr. Hufty represented them in their business transactions. Did I understand you correctly? A. The distinct expression that I referred to was that on one specific occasion Mr. John G. Slater replied—in answer to the specific question, "Who represents you?"—"Well, sometimes Mr. Hufty does

94 and sometimes others." He mentioned names. I did not mention them in the direct examination.

Q. Will you state these other counsel who sometimes represented him? A. Mr. O. Callaghan.

Q. Who else? A. He did not at that time specify any others nor do I recall his mentioning others as representing him at any other time.

Q. Do you know whether or not he has been represented from time to time by other counsel? A. Oh, yes, sir.

Q. State some of the counsel you know to have represented him about June, 1898. A. You are limiting that to the last two years. This question is not confined to representing them in actual court procedures, but in any other capacity as counsel?

Q. No; in any manner involving the necessity of the employment of counsel? A. Yes; O. D. Barrett.

Q. State some others, if you can. A. F. E. Mitchell claimed to represent them.

Q. Any others? A. None as I can recall distinctly.

Q. Did you ever hear that Mr. Darlington had been consulted and retained as counsel in reference to any transaction? A. I never even heard that he had been consulted.

Q. When was it, Mr. Marshall, that you would call at Mr. Slater's office and his clerk would send in Mr. Hufty's office for Mr. 95 Slater? A. If you will look at my answer you will find that I did not mean to express it in that way.

Q. Who would direct you to go there? A. Direct me to find the clerk in order to find out about Mr. Slater's condition. That was it. That was primarily in the latter part of the fall and in the winter. I cannot specify the exact time without my memoranda.

Q. Of what year? A. 1898; last year.

Q. Not prior to that time? A. Not prior to that time.

Q. When was it that you learned of this degree of intimacy existing between the Slaters and Mr. Hufty? A. When I learned of the seeming degree of intimacy it was in the summer.

Q. Of what year? A. The summer of 1898.

Q. Did you ever go to Mr. Hufty's office when directed to go there? A. Yes, sir; on two distinct occasions. Willie, the office boy of the Slaters, was in the main office at the time—the outside room of Mr. Hufty's office.

Q. Did you go into Mr. Hufty's office? A. Are you limiting your question to his private room or the other?

Q. Into his private room. A. Not into his private room on those two occasions.

Q. Did you ever go to Mr. Hufty's office to see Mr. Hufty in reference to any other certificates than the Moxley certificates or the certificates in which you were personally interested or did 96. you go on a social call? A. I do not recall ever having occasion to speak to Mr. Hufty about any tax-sale certificates about which I was not personally interested. That personally includes the certificates I was interested in in a representative capacity,

outside of the Slaters, and on the other few occasions I happened to step into Mr. Hufty's office simply to pass the time of day.

Q. Have not those visits of which you speak been within the present year? A. The visits referred to in this last question?

Q. Yes. A. I would not care to limit it to the first part of June without having my memorandum before me.

Q. Have they not all been since the beginning of this year? A. Yes, sir; the visits have been of those two classes.

Q. Is it not a fact that Mr. Rothert has had a falling out with the Slaters in regard to general business affairs? A. The fact is that Mr. Slater has had a falling out with Mr. Rothert on business affairs.

Q. They are at odds? A. Yes, sir.

Q. Since when? A. The trouble culminated during February, 1899, within a few days of the 22nd of February.

Q. How was it, then, that you got the impression since that time that the Slaters and Hufty were on such intimate terms?
97 A. I certainly do not wish to express myself as having formed any such impression. I used the expression "seeming," or intended to do so.

Q. How did you reach the apparent conclusion that they were on such intimate terms if the relations with Mr. Rothert and your relations with the Slaters have been unfriendly since the time you indicated? A. I do not recall that I used the expression apparent conclusion. It was an attempt to say what were the seeming impressions made at that time. But that did not affect me in my line of procedure one iota. I begged leave at that time to draw my conclusions somewhat differently from others:

Q. Then as a matter of fact you did not consider that Mr. Hufty and the Slaters were on such intimate terms? A. If you will put that in a purely negative position my opinion with regard to Mr. Hufty's relations, as with all others, was one that was to be affected by testimony that would reach me. In other words, I kept my mind in a state of equipoise. I did not express or have a decided opinion one way or the other.

ALBERT MARSHALL,
By A. H. GALT, *Ex'r.*

Subscribed and sworn to before me this 21st day of November, A. D. 1899.

Signed by mutual stipulation of counsel.

ALEX. H. GALT, *Examiner.*

98. Mr. TUCKER: I offer in evidence so much of the deposition of Malcolm Hufty, signed and sworn to before Albert Harper, examiner, January 13, 1899, in the case of Robert Y. Slater, appellant, vs. Joseph Hamacher *et al.*, in the supreme court of the District of Columbia, known as equity No. 18162, as reads as follows:

"Q. What are your relations to Mr. Slater? A. Only business relations

Q. What are they? A. Sometimes I attend to some law business for him. Outside of that they are the same with you as with him.

Q. How did you happen to be selected to go with him to make this tender? A. I do not know. My recollection is that it was a right pretty day that he made the tender. Mr. Slater asked me if I wanted to take a drive and I did take the drive.

Q. You say you have been connected with Mr. Slater in business transactions? A. Yes.

Q. Were those transactions in buying up tax titles or defective titles? A. No. His transactions in that regard are independent of mine.

Q. I asked you if they were transactions in which you represented him in the prosecution of defective titles. A. I have filed suits for Mr. Slater to cancel illegal assessments. As far as I can

remember, I never have had relations with Mr. Slater in regard to defective titles, but only in the cancellation of defect-

ive or illegal assessments and filing suits to remedy them. I cannot recall a case now involving a defective title in which I represented Mr. Slater."

(Formal proof by Mr. Harper, the examiner in chancery, of the signing by Mr. Hufty of the deposition referred to is hereby waived.)

Mr. RICHARDSON: This testimony and all this line of examination, however, is objected to unless it be shown that Mr. Hufty represented Mr. Slater in reference to the particular transaction involved in this litigation on the ground that it is incompetent, immaterial, and irrelevant, and it only goes to show that Mr. Hufty represented Mr. Slater in certain distinct and specific transactions and not as general counsel, which Mr. Hufty is now and has been at all times ready to admit—that is, that he represented them in specific and independent transactions as counsel and not as general counsel.

MICHAEL J. SAUTER, a witness of lawful age produced on the part of the complainant, having been first duly sworn, testified as follows:

By Mr. TUCKER:

Q. What is your name, residence, and occupation? A. Michael J. Sauter; 1111 7th Street N. W.; confectioner.

Q. Are you the same Michael J. Sauter who is the complainant in the equity suit of Michael J. Sauter vs. Robert Y. Slater and others, known as equity cause No. 20471, filed May 16, 1899?

A. Yes, sir.

Q. You are acquainted with Mr. Robert Y. Slater? A. I never was acquainted with him before, only he came to me about this tax business.

Q. When did you first make his acquaintance and under what circumstances? A. I cannot give the date; he was after me three or four times before I gave him the case.

Q. You made an agreement with him in writing, did you not? A. I made no agreement; this is all the agreement—I have it here in my pocket. That is all the agreement I made with him.

Q. I have here a typewritten agreement dated June 14, 1898, between Robert Y. Slater and you. You made that agreement with him, did you not? A. Yes, sir.

Q. Look at the signatures, please, and state whether that is your signature? A. (Examining.) That is my signature.

Q. Did you see Mr. Robert Y. Slater sign that? A. He had signed that before I got to his office. He had those papers all made out and ready.

Q. This paper was executed in duplicate? A. Yes, sir; he kept one and he gave me one.

Mr. TUCKER: I offer in evidence the paper referred to by the witness.

Mr. RICHARDSON: The paper is objected to, as well as this entire line of examination, on the ground that it is *res inter alios acta* and bears on no issue in this case, and is incompetent, immaterial and irrelevant.

101 By stipulation of counsel for the respective parties a copy of the paper, made by the examiner, is hereto attached, marked Exhibit M. J. S. 1.

(By Mr. TUCKER:)

Q. I observe that by the terms of this agreement you agreed to give Mr. Robert Y. Slater your promissory note for \$835.00, secured by deed of trust on part of lot 2, square 512, in consideration of his agreeing to settle general and special taxes that appear assessed against part of that lot. Please state whether Mr. Slater ever performed his agreement to secure the cancelling of those taxes. A. He did not do anything that I know of. He had it nearly a year.

Q. And you were compelled finally to bring this suit against him? A. I had to do something because I wanted the thing settled.

Q. You had to bring this suit against him? A. I did.

Q. Did you execute and acknowledge the deed of trust referred to in that agreement? A. I signed what he called a deed of trust there.

Q. Did you ever acknowledge it before a notary public? A. I did not.

Mr. RICHARDSON: The question and answer are objected to for the reason heretofore stated.

Q. Do you know Mr. Thomas W. Soran, a notary public? A. No, sir.

102 Q. Did you ever acknowledge a deed of trust to John G. Slater and Malcolm Hufty before Thomas W. Soran, notary public? A. No, sir.

Q. When this agreement between you and Mr. Slater was signed who was present? A. He was there and an old gentleman; he told me it was his father.

Q. And who else? A. He himself, nobody else.

Q. Did he tell you what the full name of his father was? A. He never told me anything about it. He only told me that it was his father.

Q. And how many papers did you sign on that occasion? A. I signed that one, a duplicate of that, and another one that he said was a deed of trust.

Q. Did you sign a promissory note? A. I signed that note that is there.

Q. Those are all the papers that you signed? A. That is all.

Q. Did this old gentleman whom he said was his father ask you if you acknowledged that to be your act and deed? A. He never said anything to me at all.

Q. Were you told by Robert Y. Slater or the old gentleman whom he called his father that the old gentleman was a notary public? A. I was not. There was no one signed the papers at all. They were signed before I got to his office—his name to it. Nobody 103 else signed the papers.

Q. Were those papers signed at your home? A. At his office.

Q. What sort of a looking man was this old man that Robert Y. Slater called his father? A. I cannot describe the old gentleman. I had seen him there when I was there before.

Q. Now, as nearly as you can recall his appearance, what was it—did he have light hair or dark hair, mustache or beard? A. My recollection is that he did not have black hair, but it was light.

Q. Did he have a heavy mustache? A. I do not know that he had any mustache at all.

Q. After signing those papers did you ever go back to Mr. Slater's office? A. I was there a good many times after that. It was very seldom that I could catch him there; he was out, "at present."

Mr. RICHARDSON: It is understood that all this line of examination is objected to without my objecting specifically to each question.

Mr. TUCKER: Yes.

Q. Did you ever see this old gentleman at Mr. Slater's office when you were there afterward? A. I did.

Q. Did he ever talk with you about the execution of this deed of trust? A. No, sir; he never said anything to me at all.

104 Mr. TUCKER: I offer in evidence the papers and records of the court in the case of Michael J. Sauter, complainant, vs. Robert Y. Slater *et al.*, defendants, pending in the supreme court of the District of Columbia, and known as equity No. 20471, and also certified copy of a deed of trust purporting to have been made by Michael J. Sauter to John G. Slater and Malcolm Hufty, trustees, acknowledged June 15, 1898, before Thomas W. Soran, a notary public, and recorded in Liber No. 2327, at folio 134 *et seq.*, one of the land records of the District of Columbia.

Mr. RICHARDSON: The various offers of counsel are objected to for the reasons heretofore stated in the general objection to this entire line of examination, and I give notice that I shall, at the proper time, move the court to strike out the entire deposition from the record in this case for the reason stated.

(By Mr. TUCKER :)

Q. This deed of trust that I have just referred to purports to be acknowledged June 15, 1898, while the agreement between you and Mr. Slater is dated June 14, 1898. Who, if anybody, did you see connected with this transaction on the day after the signing of the agreement, namely, June 14, 1898? A. Nobody at all. There was nobody down there at all, and he was not at the house, either.

Q. So that on June 15th, 1898, you saw neither Robert Y. Slater, this old gentleman he called his father, or any one connected with the case? A. No one connected with the case at all.

Mr. RICHARDSON: The same general objection to this line of examination.

105 (No cross-examination).

MICHAEL J. SAUTER,
By ALEX. H. GALT, *Examiner.*

Subscribed and sworn to before me this 21st day of November, 1899. Signed by mutual stipulation of counsel.

ALEXANDER H. GALT, *Examiner.*

Mr. TUCKER: I now offer in evidence so much of the deposition of Robert Y. Slater in the case of Joseph Hamacher *et al.* vs. Robert Y. Slater *et al.*, in the supreme court of the District of Columbia, known as equity No. 18162, as reads as follows (page 61):

"Q. Please look at the paper now handed you and state if that is not an advertisement of the firm or of the company. A. That is an advertisement of the Washington Law and Claims Company.

Q. And that is an organization which is conducting the business which your father formerly conducted alone? A. No, sir.

Q. In what respect is my question inaccurate? A. Well, one is a company. This is an advertisement of the Washington Law and 106 Claims Company, which is a stock company, and Mr. Slater's business, I presume, is personal and has nothing whatever to do with the Washington Law and Claims Company.

Q. Where is the business of this company conducted? A. No. 472 Louisiana avenue northwest, in this city.

Q. Where is your father's office? A. No. 472 Louisiana avenue.

Q. Where is your office? A. 472 Louisiana avenue.

Q. When was this company organized?

Mr. BARRETT: Objected to. The record is the best evidence of the incorporation.

A. I cannot remember the date, but several months after this suit was started—after this property was bought.

Mr. DARLINGTON: I here give in evidence this advertisement.

Mr. BARRETT: To the admission of which we object as utterly immaterial to any issue in this case, it relating to an incorporation which was organized long after the transaction involved in this case took place."

NOTE.—Said advertisement is as follows:

Clipped from "the Washington Times" of September 24, 1898.
Washington Law and Claims Company; John G. Slater, president.
Offices, Nos. 5 and 6 Gunton bldg., 472 L. Ave. N. W.

This company—

Will perfect real-estate titles; advance money on same while in
107 suspense; buy same before or after title is perfected; will pur-
chase, for cash, undivided interests in real estate and equities
of all kinds; will trade real estate for stocks or take stocks in
exchange for real estate; will pay (by special arrangement) your
taxes at a large discount; will go on your bond in both criminal and
civil cases.

Special.

Damage cases brought on contingent fee.

We will employ attorneys. We will advance money to you to tide
over the time of your sickness. Our physician will attend you and
look to us for his pay. Your case thoroughly investigated. You
need no money. Consult us.

Divorces obtained at reasonable rates. Quick work. Thirty to
90 days.

Bankruptcy proceedings a specialty.

se6-tf-em.

To the foregoing extract the same stipulation was made as in the
case of the deposition of Mr. Hufty, and the same objection.

Adjourned.

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WASHINGTON, D. C., January 25th, 1900.

Met pursuant to adjournment.

Present: Charles Cowles Tucker, Esq., attorney for the complain-
ant, and Mason N. Richardson, Esq., attorney for the defendant
Malcolm Hufty.

Mr. TUCKER: It is hereby stipulated and agreed by and between
counsel that the attached certificate, marked Complainant's and De-
fendant's Ex. No. 1, is an accurate copy of the Gladmon certificate,
referred to in this proceeding, and formal proof of the original is
waived, said copy to be considered in evidence; also that the certi-
ficate of E. W. W. Griffin, assistant assessor, dated Jan. 24, 1900, and
marked Complainant's and Defendant's Ex. No. 2, shall be consid-
ered in evidence; also that the annexed tax bills, marked Compl.
and Def't- Ex. No. 3, and being tax bills from 1887 to 1900, both
inclusive, shall be considered in evidence.

Whereupon Miss MARY E. GERMAN, a witness produced on behalf of the complainant, having been first duly sworn, testified as follows:

By Mr. TUCKER:

Q. What is your residence? A. 919 20th St. N. W.

Q. Do you know the defendant Robert Y. Slater? A. I do.

Q. When and under what circumstances did you first become acquainted with him? A. He first came to the house about the first part of Aug., 1898, to see Mr. Frere regarding taxes that were delinquent against the property where he resided, and he wished to pay these taxes at a discount. A note for \$750, payable semi-annually, at 5 %, was given by the said John B. Frere and Mary S. German, Aug. 10, 1898, to Robert Y. Slater, payable five years from date, secured by deed of trust on the property.

Q. How was interest to be paid on this note? A. Semi-annually.

Q. Was the interest paid six months after the making of the note? A. No, sir.

Q. Was demand made for the payment? A. Not in 6 months, but in the May following, 1899, he sent an order for the interest, but I did not see this order. The interest was not paid in May, but was paid about the middle of Sept., 1899, for the one year to Charles Slater for Robert Y. Slater.

Q. Where? A. At Slater's office on Louisiana avenue. The money was paid in cash.

Q. Do you know the defendant John G. Slater? A. I do—at least I suppose it was John G. Slater, as Robert Y. Slater introduced him to me as his father at his office one day.

Q. State whether you had any conversation with John G. Slater with respect to this property in or about January, 1899.

110 Mr. RICHARDSON: I object to the question unless it be shown that Mr. Hufty was present, and any statement made by Mr. Slater in the absence of Mr. Hufty is not binding upon Mr. Hufty.

A. He called at the house to see Mr. Frere alone, asking Mr. Frere in my hearing to meet him at the title company's office to give an affidavit that no one had had possession of the said property but himself for many years. He said that his son was absent from the city and he had charge of the business for him.

Cross-examination.

By Mr. RICHARDSON:

Q. When this interest was paid to Mr. Slater in Mr. Slater's office in Sept., 1899, were you present? A. I was.

Q. Who else was present? A. There was no one else there.

Q. Do you know Mr. Malcolm Hufty? A. I do, but did not then.

Q. Was Mr. Malcolm Hufty present at the time you paid this interest? A. He was not.

Q. What was done when you paid this interest by way of giving a receipt or otherwise preserving evidence of the payment? A. I received a receipt from Charles Slater for Robert Y. Slater.

Q. Was the note itself produced? A. It was not.
111 Q. Did you ask for the production of the note? A. I did not.

Q. Then, as I understand you, on that occasion and at no time prior thereto subsequent to the giving of the note and at no time since the payment of this interest have you seen the note itself? A. I have not.

Q. Since the payment of this interest has any other claim or demand been made upon you with reference to this note; if so, when? And state the circumstances in reference thereto. A. Since the interest was paid Mr. Hufty called at the house and informed the parties that he held the note and that the interest was not due to Slater. He did not say positively how long he had held possession of the note. I think this was about November, 1899.

Q. State all that was said in regard to interest by you or any of the persons present to Mr. Hufty and also what was said by him in response thereto. A. Well, he asked under what conditions the note was given to Mr. Slater, when it was given. He also asked about the interest, whether it had been paid and if it had been paid and to whom. He was told that Mr. Slater sent an order to the house for the interest in May; that it was not paid then; also that Mr. Robert Y. Slater called at the house in Sept., informing me that the taxes had been settled, and that I could come down the following morning and pay the interest, and that the interest was paid the following Monday after Mr. Slater called. This was told by me to Mr. Hufty at this interview. Mr. Hufty said that Mr. Slater did

not hold possession of the note, but that he, Mr. Hufty, did,
112 and that Mr. Slater had no right to the interest, and I think that Mr. Hufty said that he would not hold the parties responsible for the interest that had been paid.

Q. Did Mr. Hufty tell you that before paying interest or at the time of paying interest you should have seen that the interest payment was endorsed on the note so that you would have known that it was being paid to the proper party, but that in view of your ignorance of such matters he would not insist upon its being paid by you again? A. He did.

Q. Did not you at that interview tell Mr. Hufty that Mr. Slater had agreed with you to pay the taxes for the years '97 and '98 upon this property, but that Mr. Slater had failed to do so, and did not Mr. Hufty thereupon tell you that he would endeavor to make Mr. Slater live up to his contract in that respect? A. Well, I did tell Mr. Hufty that Mr. Slater was to settle the taxes for 1897 and 1898 and that Slater had failed to do so. But I am not sure that Mr. Hufty said that he would see that Mr. Slater paid those two years' taxes. I think that Mr. Hufty tried to lead me to believe that I would have to settle those two years' taxes if Slater failed to do so, and I told Mr. Hufty that I was not willing to pay Slater more money than what the note called for.

Q. And did not Mr. Hufty say to you then that it was not his business to pay those taxes, meaning himself, Mr. Hufty? A. He said it was not his business to pay them and I told him that 113 it was in the agreement with Slater that those taxes were to be settled.

Q. Afterwards did you not call at Mr. Hufty's office and tell him that you would not pay any more money and that you would make Slater stand by his contract? A. I called there at Mr. Hufty's office and informed Mr. Hufty that there would be no more money paid until the agreement was fulfilled and the interest endorsed on the back of the note; then the interest would be paid on the note or the note taken up. I said nothing about making Slater do it, to the best of my knowledge.

Q. Did you at any time? A. I at no time, to the best of my knowledge, said that I would compel Slater to live up to his contract.

Q. Is the contract with reference to this matter with Mr. Slater in writing? A. It is in typewriting and signed by Robert Y. Slater.

Q. Who was present in the room on the night Mr. Hufty called at this first interview? A. My mother, Mr. Mary S. German, and sister, Emma G. Dinsmore.

Q. Which one of these persons had signed the note? A. Mary S. German.

Q. Was Mary S. German present during the entire interview? A. I think she was present all the time.

Redirect examination.

By Mr. TUCKER:

Q. Did you see Mr. Hufty on any other occasion than the 114 two you have mentioned in regard to this transaction? A. No, sir.

Q. State whether or not on either of these occasions he produced the \$750 note in question. A. On neither occasion did he produce it.

Q. State whether or not on either of these occasions he stated that the note was in the possession of a Mrs. Laura V. Dann. A. I think Mr. Hufty said he held possession of the note, but it came to him through business transactions with one of his clients.

Q. Did he state whether or not he was authorized to forgive the payment of interest by the makers of the note? A. He did not.

Q. When he stated, then, that he would not require your mother and Mr. Frere to pay over again the interest that they had paid Mr. Slater he was apparently speaking for whom? A. For himself.

Q. Did he say at the time whether any other person had an interest in the note? A. He did not. I was led to believe that he held the note.

Recross-examination.

By Mr. RICHARDSON:

Q. Did not Mr. Hufty say at that interview that he owned the note and that Mr. Slater had no business receiving the interest? A. he did.

115 Q. Who, at this interview in November at your house, first stated that interest had been paid on the note? Q. Mr. Hufty asked me if any interest had been paid, and I informed him that it had.

Q. Did you not, at this interview, tell Mr. Hufty that you had just paid a year's interest to Mr. Slater, and did not Mr. Hufty then tell you that he did not see how Slater had any right to do that, to receive it, as he, Hufty, was the owner and holder of the note, and that you should have seen the note and had the interest credited on the back of it at the time you paid it? A. My answer is yes to this entire question.

MARY E. GERMAN.

Signed by the examiner by mutual consent of counsel.

ALEX. H. GALT, *Examiner.*

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EXHIBIT A. H. G. No. 1.

Malcolm Hufty, attorney-at-law.

WASHINGTON, D. C., July 2, 1898.

A. E. L. Leckie, Esq., Equity building.

DEAR SIR: Your favor in regard to the Moxley property at hand. I submit as follows prices which we put on the respective parcels of the Moxley property with the approximate amount of taxes on same:

Part of lot 211, square 1261, \$2,450.00*	\$1,500.00	29th & Popular, taxes..	\$500 00
Lots 132 & 133, square 1253.....	15,000.00	taxes..	5,300 00
Part of lot 10, square 480	2,000.00	1328 5th	" .. 500.00
Part of lot 69, square 1263, \$2,300*	1,500.00	30th & P	" .. 400.00
Parts of lots 186 & 188, square 1196, \$2,920*	1,500 00	30th St.	" .. 600.00
Part of lot 13, square 1256, \$5,500*	1,800.00	32nd " N. W.	" .. 1,100 00
Parts of lots 94 & 95, square 1287, \$1,210*	500.00	2523 Q	" .. 225 00
Lot 17, square 38, L St	1,500.00	" ..	625.00
Part of lot 4 and lot 5, square 75, H, 2100, N. W., \$14,750*	7,500.00	" ..	4,000.00
Lot 16, square 388, S St. F., \$2,437.50*	2,000.00	" ..	750 00
Jefferson St. property, \$4,635.05*	2,000.00	" ..	750.00
Part of lot 3, square 19, F N. W., gas stock	500.00	" ..	100.00
	<hr/>		
	\$37,300.00		\$14,850 00

[* Figures in pencil in copy.]

There will be two or three additional years' taxes to add to above list, which will increase above amounts of taxes slightly.

117 Considering the condition of the Moxley property, the above are fair offers for same in the present state of the real-estate market, and I am quite sure you will be unable to realize the above prices at auction. You also have the advantage of effecting the sale of the whole estate at one time, thus saving advertising, auctioneers' fees, and other expenses incidental to an auction sale.

I omitted lot 5, square 75, in my offer of yesterday, but same was intended to be included.

75 % of the taxes saved is what I am authorized to name as the figure for cancelling taxes.

As I am desirous of closing this matter up before going away, and as I want to get away in a few days, an early reply will greatly convenience,

Yours very truly,

MALCOLM HUFTY.

118

EXHIBIT A. H. G. No. 2.

Malcolm Hufty, attorney-at-law.

WASHINGTON, D. C., August 22, 1898.

A. E. L. Leckie, Esq., Equity building, city.

DEAR SIR: I am authorized to offer certificates on lots 186 and 188, square 1196, and on lot 17, square 38, for 40 % of the amount of taxes saved by them, this price to include certificates. The bills on lot 186 are not complete, being down to year 1893 only.

The proposition to your best advantage would be the one of \$3,000.00 for all certificates I represent for Slater, this to include faces of certificates. There are about \$8,000.00 of taxes back of and including dates of these certificates on property described in them.

These are positively the best figures I can offer you. I leave town again in a few days.

Yours very truly,

MALCOLM HUFTY.

119

EXHIBIT A. H. G. No. 3.

Malcolm Hufty, attorney-at-law.

WASHINGTON, D. C., August 25, 1-98.

A. E. Leckie, Esq., Equity bldg.

DEAR SIR: I am authorized to offer the tax-sale certificates which Mr. Slater controls on the Moxley property for 35 % of the amount of taxes, penalties, &c., prior to their date, this figure to include the amount of certificates. In cases where the same property has been bought in for more than one year only the oldest certificate is contemplated to be embraced in this proposition. Terms, \$500.00 in cash upon acceptance of this offer, balance out of the first available money derived from sales of any of the property composing the B. F. Moxley estate.

Yours very truly,

MALCOLM HUFTY.

This proposition accepted on behalf of trustees with understanding that cash of \$500 is to be paid out of first available funds in hands of trustees, the certificates, where no deeds have been issued, to be assigned in blank.

E. FORREST,
Trustee for Trustees.

August 25, '98.

O K.

MALCOLM HUFTY.

120

EXHIBIT M. J. S. No. 1.

Copy.

This agreement made this 14th day of June one thousand eight hundred and ninety-eight by and between Robert Y. Slater of the city of Washington, District of Columbia, party of the first part, and Michael J. Sauter of the same place, party of the second part:

Witnesseth, that the said party of the first part, for the consideration hereinafter named, hereby promises, undertakes and agrees, to settle the taxes both general and special that now appear in the assessors' office of said District, assessed against part of lot numbered 2, being the fifteen feet seven inches next to the east 15 feet of said lot, square 512, also against part of lot 8, square 449, being No. 1111 Seventh street northwest, also parts of lots 13 and 14, square 1126, now owned by the said Michael J. Sauter, to have said assessments settled, so that the said lots shall be free, clear and discharged from any lien or appearance of lien in respect thereto, all the costs, expenses and attorneys' fees shall be borne and paid by the said Robert Y. Slater, the said party of the second part, in consideration of the premises aforesaid, does this day deliver to said Robert Y. Slater his one promissory note for eight hundred and thirty-five (835) dollars to run three (3) years at 6% per annum, interest payable semi-annually, secured by deed of trust on that part of lot 2, square 512. In the event said Slater is not successful he agrees to refund to the said

Sauter \$835 and interest that may have been paid
121-134 thereon, and the said Sauter agrees to accept from the
said Slater the said \$835 and interest that may have
been paid thereon.

In witness whereof the parties of the first and second part have hereunto signed their names and affixed their seals the day and year first hereinbefore written.

(Signed)
(Signed)

ROBERT Y. SLATER. [SEAL.]
MICHAEL J. SAUTER. [SEAL.]

Witness:

— — .

135 "COMPLAINANT'S AND DEFENDANTS' EXHIBIT No. 2."

The records of this office show that Wm. H. Brewer is assessed for the 25.85 feet front of lot 127, the 19 feet front of lot 128 next to the east 7.50 feet on 32nd street, and the back ground of lot 128, square 1244.

E. W. W. GRIFFIN,
Assistant Assessor.

136

Depositions on Behalf of Defendant-.

Filed March 29, 1900.

In the Supreme Court of the District of Columbia, Holding an Equity Court for said District.

WM. H. BREWER <i>vs.</i> ROBERT Y. SLATER ET AL.	}	Equity. No. 20488.
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DISTRICT OF COLUMBIA, *To wit:*

Be it remembered that at the examination of witnesses begun on the 25th of November, 1899, and continued from day to day until the 16th day of December, 1899, when the within depositions were taken, I, Edwin L. Wilson, an examiner in chancery, did cause to be personally present Malcolm Hufty, Robert Y. Slater, and Thomas W. Soran to testify for and on behalf of the defendants.

EDWIN L. WILSON, *Examiner.*

137 In the Supreme Court of the District of Columbia, Holding an Equity Court for said District.

WILLIAM H. BREWER <i>vs.</i> ROBERT Y. SLATER ET AL.	}	Equity. No. 20488.
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In accordance with request of counsel for the defendants, I, Edwin L. Wilson, an examiner in chancery, have fixed and appointed Saturday, November 25th, 1899, at 10 o'clock a. m., as the time and the law offices of Mason N. Richardson, Esq., Fendall building, Washington, D. C., as the place when I shall proceed to take testimony for and on behalf of the defendants in the above-entitled cause.

EDWIN L. WILSON, *Examiner.*

Charles C. Tucker, Esq., attorney-at-law.

DEAR SIR: Please take notice that I shall proceed to take the defendants' testimony in the above-entitled cause in accordance with the above notice. You are invited to be present and take such action as you may be advised.

MASON N. RICHARDSON,
Attorney for Defendants.

Service acknowledged this 22nd day of November, 1899.

C. C. TUCKER,
By A. H. GALT.

138

WASHINGTON, D. C., Nov. 25, 1899—10 o'clock a. m.

Met, pursuant to notice hereto attached, at the law offices of Mason N. Richardson, Esq., Fendall building, to take testimony for and on behalf of the complainants in the above-entitled cause.

Present: Charles C. Tucker, Esq., for complainant; Mason N. Richardson, Esq., for defendants; Edwin L. Wilson, Esq., examiner, and witnesses.

Mr. TUCKER: The solicitor for the complainant offers in evidence the deed in trust purporting to be made by William H. Brewer to John G. Slater and Malcolm Hufty, trustees, dated June 3rd, 1898, and recorded June 15th, 1898, in Liber 2327, at folio 139 *et seq.*, formal proof of this by the subscribing witness thereon, Thomas W. Soran, of the execution of this deed of trust having been waived by the solicitor for the defendants at the request of complainant's solicitor. Ex. A.

The complainant's solicitor also offers in evidence the agreement between Robert Y. Slater and W. H. Brewer, attached as an exhibit to the original bill of complaint filed in this case, the execution of which said agreement has been heretofore proven.

The complainant's solicitor also offers in evidence the promissory note for \$450.00, referred to in the bill of complaint and secured by the deed of trust heretofore offered in evidence, and counsel for the defendants agrees to produce said note at the hearing in this case.

139 MALCOLM HUFTY, a witness of lawful age, being by me first duly sworn according to law for and on behalf of himself, as one of the defendants, testified as follows:

By Mr. RICHARDSON:

Q. You may state your name. A. Malcolm Hufty.

Q. And your occupation. A. Attorney-at-law; age, 26 years; address, Gunton building.

Q. Mr. Hufty, are you acquainted with Mrs. Laura V. Dann? A. Yes, sir.

Q. You may state when you first became acquainted with Mrs. Dann. A. Well, I think it was about the year 1895. I was attending at that time to a matter of business for Mrs. Dann's mother, and she happened to come down there to my office one day with her sister in reference to this business.

Q. The business of the mother, you mean? A. Yes, sir.

Q. Well, go on. A. And then the next day she came down alone and told me that she had some property in Norfolk which was heavily encumbered and which was about to be sold.

Mr. TUCKER; This conversation with Mrs. Dann is objected to.

A. (Continuing:) It was about to be sold, and she asked me if I

could not attend to it for her. I immediately proceeded on
140 the case, and obtained for Mrs. Dann about the sum of
\$10,000.00 in cash out of this property in Norfolk after pay-
ing off the deed of trust.

Q. State whether your relations with her then were of a personal
or professional character. A. With Mrs. Dann?

Q. Yes, sir. A. Of a professional character, of course. I never
saw her before in my life.

Q. Did you ever have any subsequent dealings with her of a pro-
fessional character? A. Yes, sir. I have a suit pending now for
her in Norfolk, and just have received a letter that it had been
settled, and she will get a couple of thousand dollars from that. I
have also had dealings with her of a professional character in the
shape of investing her money on mortgages in the District—money
she received from Norfolk—and giving her advice in matters gen-
erally.

Q. State whether or not, as a result of that professional relation,
you at any time, more definitely about December, 1897, had rela-
tions of any other character with her than of a business nature. A.
December, 1897?

Mr. RICHARDSON: You don't object to refreshing his recollection
by showing him the answer to the bill?

Mr. TUCKER: No, sir.

A. On the 31st of December, 1897, Mrs. Dann had some idle
money, and as I had plenty of collateral security to give her, and as
I also had a transaction in which I was about to enter at that time,

I borrowed from Mrs. Dann \$600, and gave to her my personal
141 collateral note, with probably twelve or fifteen hundred dol-
lars worth of collateral security to secure the same—this same
note that is referred to in my answer.

Q. Was that indebtedness to which you refer subsequently en-
larged; and, if so, when? A. It was enlarged, I think; my answer
will show that; March 15th, I think it is; the 15th day of March,
1899.

Q. Will you state the circumstances under which your indebted-
ness to Mrs. Dann was thus increased? A. Yes, sir. Mr. Robert Y.
Slater came to me, I think, in August, 1898, and told me that he
wanted to borrow a thousand dollars from me upon certain collateral
security. This collateral security was a note for \$750.00 made by a
man named Frere and a woman named German, a note for \$450
made — William H. Brewer, and a certain tax-sale certificate in the
name, I think, of Gladman. I was satisfied as to the security, and
loaned a thousand dollars of Mrs. Dann's money on this collateral.

Q. Was this money then in your possession or did you represent
to Mrs. Dann that you could secure such an investment, and subse-
quently secure the money from her? A. That is it exactly.

Q. Then Mrs. Dann gave you her check for one thousand dol-
lars? A. I don't think I turned the full amount of the thousand
dollars over to Mr. Slater, as my impression is he owed me \$100 or
\$125 at that time. The exact amount I don't know.

142 Q. What evidence of this indebtedness on the part of Mr. Slater was then given to you ? A. He gave me his collateral note secured by this collateral, payable, I think, one month after date. It was dated the 25th day of August, payable one month after date.

Q. Now state the subsequent dealings in reference to this transaction. A. In March Mr. Slater was several months behind in his interest.

Q. What year ? A. March, 1899, and I was placed in a very embarrassing position, and I told Mr. Slater that my client was coming to my office most every day and that I would have to sell out his collateral unless he paid. He thereupon told me that unless he settled in a few days that he would assign to me this collateral if I would pay the lady off. In a few days he did not settle as he thought he would be able to do, and he thereupon assigned to me the collateral, as agreed, and I then told my client, Mrs. Dann, that he had assigned this collateral to me, and explained to her the circumstances and made myself personally responsible by giving my collateral note for \$1,600, and lumped in this note the collateral that I already had put up to secure the \$600 note, as well as the collateral that she had to secure the thousand-dollar note.

Q. Subsequently to the time of which you now speak, did you make any payment upon your own collateral note to Mrs. Dann ? A. Yes, sir ; I paid her a thousand dollars in cash, I think, on the first of July, if I am not mistaken ; the first of July, 1899.

143 Q. At that time was any of the collateral held by Mrs. Dann surrendered ? A. It was surrendered to me ; I simply paid on account of this ; she still holds the collateral.

Q. She still holds all the collateral which was originally placed in her hands ? A. She holds all of it with the exception of one piece, but none of the collateral which Mr. Slater held has been given up. I think she allowed me to draw out one tax-sale certificate.

Q. State specifically what collateral she now holds upon the balance of this \$1,600 ; indebtedness, to wit, \$600. A. In the first place, she holds all but one certificate.

Q. State specifically what collateral she now holds. A. A note of William H. Ayres for \$100, unsecured ; second trust subsequently cut out by sale ; P. W. Roberts' note for \$300, secured ; three notes of John T. Jones, \$100.00.

\$100.00 and \$150.00, respectively, secured, aggregating \$350.00 ; note of Dennis Ragan, \$150.00, secured ; note of Frere and German, \$750.00, secured ; note of \$450.00 of William H. Brewer, secured. These notes all became my property subsequent to Mrs. Dann's loan, of which collaterals the two latter notes secured the original Slater note to Mrs. Dann.

Q. Then, as I understand you, this \$450 note in controversy in this litigation is among the collateral still held by Mrs. Dann ?

144 A. Yes, sir.

Q. And that said \$450.00 note is claimed by you as your

individual property by virtue of the assignment from Mr. Slater, subject to Mrs. Dann's loan? A. Subject to Mrs. Dann's loan; yes, sir.

Q. Now, Mr. Hufty, will you state when you first saw this note for \$450.00? A. I first saw it when Mr. Slater brought it in my office and presented that and the other two pieces of collateral as security for the thousand dollars which he was trying to borrow.

Q. State what, if any, prior knowledge you had from any source in reference to that note. A. I did not know anything about it; had no knowledge of it whatever.

Q. State what information, if any, in regard to the circumstances connected with the execution of that note or the execution of any deed of trust securing the same was communicated to you by Mr. Slater at the time, as you say, he endeavored to secure and did secure this loan for \$1,000.00 upon which this \$450 note was pledged as collateral security? A. I had no knowledge of the existence of it, nor did I have any information as to the circumstances under which this note for \$450.00 was executed or as to the circumstances under which the deed of trust securing the same was executed. In fact, I knew nothing of the transaction whatever.

Q. State whether or not, prior to this loan of one thousand dollars and your acceptance in behalf of Mrs. Dann of this note as 145 collateral security, you had at any time represented, as counsel, agent, or otherwise, Mr. Slater in reference to any relations which he may or may not have had with the complainant in this case, William H. Brewer. A. I had, as I have just stated, no knowledge or knew nothing of the note or the circumstances under which it was made, and therefore could not have represented him as agent or counsel in the same.

Q. Your answer is this, then: You did not say you represent Mr. Slater as counsel or agent or otherwise in reference to any transaction he may have had with Mr. Brewer? A. Yes, sir; that is my answer.

Q. State whether or not prior to this time you knew Mr. William H. Brewer. A. No, sir; I never heard tell of him until I saw his name on that note.

Q. From what source, Mr. Hufty, if from any source, did you first derive any information, if you derived any information, as to the circumstances under which Mr. Brewer on his part claims this note to have been executed? A. When that bill was filed was the first time I knew anything about it.

Q. What had been your understanding and belief in reference to the character of this note prior to the filing of the bill in this case? A. I understood the note was given in the usual course of business. I had nothing to know which would justify me believing anything else. I, of course, assumed that it was given by Mr. Brewer in some business transaction with Mr. Slater.

Q. Did you at that time know where Mr. William H. Brewer's place of business was? A. No, sir.

Q. Or his residence? A. No, sir.

Q. Had you ever been to his place of business or his residence?
A. No, sir.

Q. When Mr. Brewer was on the stand as a witness in this case at a session when you were present he was asked by his counsel whether or not Mr. Slater had visited his place of business alone or accompanied when the accompanying contract to which reference has been made in this case was executed. You heard him say— A. Yes, sir; he testified to that.

Q. You heard the question asked to which I have referred? A. Yes, sir.

Q. Mr. Brewer said in answer to that question—he stated that Mr. Slater had come in a buggy and that some one else was in the buggy. You may state whether or not you were present in that buggy. A. No, sir; I was not, and I thought at the time that the question was a very unfair one on the part of Mr. Tucker. There were present at that hearing Mr. Tucker, Mr. Richardson, and Mr. Mitchell, solicitors, representing the different parties, Mr. Brewer and

147 his assistant and the examiner and myself, and it naturally would follow that I would be the only one left. The ques-

tion hit at me and Mr. Tucker's client was sitting right the side of him, and it would have been a very easy matter to have consulted his client before putting that question. The only way I can account for it is that his client disappointed Mr. Tucker when he got on the stand.

Q. The specific question put by Mr. Tucker, I believe, was whether or not he saw the person present who was in the buggy?

MR. TUCKER: The question was this: Do you recognize in this room the person who was in the buggy with Mr. Slater?

A. Mr. Hufty, another witness in this case, Mr. Leckie, I believe, upon the witness stand has testified according to his belief that you had some dealings with reference to certificates known as the Rice and Tucker certificates. What relations, if any, did you have in reference to these certificates? A. I never heard tell of the certificates before in my life, until Mr. Leckie testified to that on the stand.

Q. Did you at any time represent Mr. Slater or any of the Slaters in reference to such certificates? A. No, sir; I never heard tell of the certificates.

Q. Mr. Hufty, state what has been your relation with Mr. Slater or any of the Slaters. A. My relations have been business relations with them the same as with anybody else around town.

Q. Are you their general counsel? A. No, sir. I think I could name five or six attorneys, including myself, who have attended to various matters—attended to business matters for them in the last four or five years.

Q. State who those counsel are. A. J. J. Darlington, O. D. Barrett, E. G. Niles, Messrs. Douglass and Douglass; Aaron Bradshaw, I think it was, and myself; Mr. Keigwin, Mr. Mitchell, and Mr. O. B. Hallam.

Q. As I understand, Mr. Hufty, from your answer, you mean to state that in so far as you have represented them such representations have only been to specific cases or matters that were placed in your hands? A. Yes, sir.

Q. You may state in what cases you have represented them. A. I have represented them in several illegal-assessment cases, in setting aside special assessments that were illegally levied.

Q. In such respect were there actual proceedings in court? A. Yes, sir. I think then the suit was filed in the name of Mattie R. Slater. Of course, I dealt with Mr. John G. Slater or with Robert Y. Slater.

Q. You may proceed. A. I think I represented them in one suit to set aside taxes back of a tax deed under the Brewer decision.

Q. You don't refer to the Brewer in this case? A. No; the Brewer decision in the General Term reports. And I also remember attending to two cases for the Slatters for Mr. John W. Thompson, and then

I think I joined as counsel for the Slatters in a suit in which
149 Douglass and Douglass represented the Slatters, in which the

Slatters were parties defendant; that was an equity suit. I also think that I have drawn up several deeds of trust for the Slatters, but I am not positive on this point.

Q. You have seen the deed of trust? A. I have seen so many of such matters I cannot remember the details in reference to the same.

Q. You have seen the deed of trust which has been offered in evidence in this case? A. I think I saw it at Mr. Tucker's office.

Q. You may state whether or not you drew up that particular deed of trust. A. No, sir; I think that is Mr. Robert Y. Slater's handwriting.

Q. You are familiar with his handwriting, are you? A. Yes, sir; that is his handwriting.

Q. You have seen him write and know that to be his handwriting? A. Yes, sir.

Q. You may state any other matter or thing which may have been of interest or benefit in your defense in this case or to the complainant in this case within your knowledge. A. I want to touch first on that Moxley certificate matter to which Mr. Leckie testified the other day.

Q. You may state the facts in respect to that certificate. A. The facts are these: In the tax sale of 1897 I purchased considerable property at tax sale for myself and for several clients. Among
150 the property which I purchased for myself were, I think, five pieces of the Benjamin F. Moxley estate, on which property there were considerable back taxes, running, I think, from 1880—1886, possibly. At that time Edwin Forrest and George E. Hamilton were trustees of this estate, being appointed by the court, and I think in a partition suit Mr. A. E. L. Leckie represented one of the interests. I was approached a short while after this sale in reference to the tax-sale certificates which I held, and after considerable negotiations between myself and Mr. Forrest and Mr. Leckie I succeeded finally in selling my certificates to them as the representatives

of the B. F. Moxley estate. After I had sold mine, either Mr. Leckie or Mr. Forrest or both of them asked me if I would not get a figure from the Slaters on their tax-sale certificates which they held against the B. F. Moxley estate, which I did. After considerable negotiations, a contract was entered into. It appeared afterwards, however, that Mr. Rothert, of Baltimore, and Mr. Slater had a misunderstanding, and I was unable to get the certificates from Mr. Slater, as Mr. Rothert held them, and the trustees dealt with Mr. Rothert direct. Now, in regard to Mr. Leckie's statement that I said *said* that I represented the Slaters, if I did say any such a thing, I meant in regard to those Moxley certificates, and the mere fact that I gave him figures on them would of itself show that I did represent them.

Q. You mean, then, that you represented the Slaters in the matter you had in hand? A. Yes, sir; that is all.

Q. In reference to the testimony which Mr. Marshall has
151 given, you may state whether or not you ever had any deal-
ings with him representing the Slaters as their general coun-
sel. A. No, sir.

Q. In what capacity did you represent the Slaters, if in any capacity, when you had dealings with Mr. Marshall? A. I never had any dealings with Mr. Marshall representing the Slaters. I had dealings with Mr. Marshall personally.

Q. Representing yourself? A. Yes, sir; representing myself.

Q. In reference to taxes? A. In reference to taxes and tax-sale certificates which he held, and being the same tax-sale certificates about which I have just spoken.

Q. What are your relations—of a professional capacity—what are your relations with the Slaters? A. They are just the same as with anybody else around town that I know.

Q. I assume that they are friendly? A. Yes, sir; friendly.

Q. Office in the same building? A. Yes, sir.

Q. Same floor? A. Yes, sir; that whole Gunton building on the first floor is quite long. It has, I think, six offices on each side.

Q. How many rooms constitute your office? A. Two.

152 Q. Who occupies them? A. I do.

Q. Anybody else? A. Nobody else but my brother.

Q. He is your assistant or clerk? A. Yes, sir.

Q. How many rooms has Mr. Slater on that floor? A. He did have two, but he only has one now.

Q. State whether or not you have a desk in his rooms, or in any way occupy his rooms or any part thereof. A. No, sir; I have not a desk in his rooms. I have one in my own which I use for myself.

Q. Have you any relation as copartner or otherwise with Mr. Slater or with any of the Slaters in the conduct of their business? A. I have not in any way, shape, or form.

Mr. RICHARDSON: That is all.

Cross-examination.

By Mr. TUCKER:

Q. As I understand it, in 1898 you loaned Mr. Robert Y. Slater one thousand dollars from Mrs. Dann's money, which you had in charge, and that loan was secured by certain collateral that Slater delivered to you for Mrs. Dann. Is that correct? A. That is correct, except in reference to the money that I had in charge.

Q. What was the fact about that? A. The fact was I did not have it in charge. I submitted whatever I had to her with my recommendations.

153 Q. And she paid the thousand dollars over to you? A. Yes, sir; she paid the thousand dollars over to me.

Q. And you turned that thousand dollars over to Robert Y. Slater less his indebtedness to you? A. No, sir; not less his entire indebtedness; less some cash due me amounting, I think, to one hundred and twenty or one hundred and twenty-five dollars.

Q. Subsequently you assumed the Slater loan and gave Mrs. Dann your note for \$1,600.00? A. I did not assume the Slater loan. Subsequently I did this. As I stated that Mr. Slater said that if he did not in a few days make a settlement, that rather than to have a sale he would give that security to me if I would pay Mrs. Dann off or make arrangements with Mrs. Dann.

Q. What was done with the Robert Y. Slater note for a thousand dollars? A. That was cancelled.

Q. And returned it to him? A. Yes, sir; I did.

Q. You gave Mrs. Dann your note for \$1,600.00? A. Yes, sir.

Q. With the collateral that Slater held and you added certain other collateral? A. Yes, sir; which she had to secure the \$600.00 note of mine, and I gave my collateral note for \$1,600.00—my personal note.

Q. What exactly was the collateral that you received from Mr. Slater? A. I have already stated it; a note for \$750.00 drawn by two people, one of whose name was Frere and the other German.

154 Q. What else? A. And the four hundred and fifty dollar Brewer note now under discussion and a tax-sale certificate called the Gladman certificate.

Q. Wasn't there another tax-sale certificate? A. No, sir.

Q. You said in your direct examination that she retained all of the collateral except one or two tax-sale certificates? A. They were in respect to the six-hundred-dollar-note.

Q. How many tax-sale certificates were in the original bunch of collateral? A. They were probably seven or eight, but I drew one from time to time.

Q. What I want to know, Mr. Hufty, exactly the pieces of collateral that secured the original loan of one thousand dollars by Mrs. Dann to Mr. Slater? A. Well, now, as I have answered already that question two or three times, I will state it once more: The Brewer note of \$450.00, the German and Frere note of \$750.00, and a tax-sale certificate known as the Gladman certificate.

Q. Are you sure that this was all the collateral? A. I know it.

Q. And you gave her additional collateral consisting of what? A. Additional collateral? I gave her the collateral which she already had for the six-hundred-dollar-note less whatever I had drawn out.

155 Q. What was it you had drawn out? A. Two or three tax-sale certificates. I had drawn them out before I had given her a new sixteen-hundred-dollar-note, and I think I have drawn one out since.

Q. When you gave Mrs. Dann your note for \$1,600.00, as I understand, you turned over to her the Frere and German note for \$750.00, the Brewer note for \$450.00, and the Gladman certificate? A. That is right.

Q. And certain other additional collateral security? A. Yes, sir.

Q. So I want to know what that additional collateral security consisted of? A. It consisted of a note of \$100.00, drawn by William H. Ayres; a note of \$300.00, drawn by Palmer W. Roberts; three notes of John T. Jones, in the sum of \$100.00, \$100.00, and \$150.00, respectively; aggregating \$350.00, and afterwards I drew out, I think, a certificate in the name of Charity Matthews, and in place of that certificate I gave that Ragan note of \$150.00 which I have just mentioned.

Q. Then you delivered to Mrs. Dann the Gladman certificate? A. Yes, sir.

Q. Where is that certificate? A. That is sold.

Q. Who sold it? A. I sold it.

Q. How did you get possession of it? A. Mrs. Dann allowed me to draw it out.

156 Q. And decrease the collateral which she held? A. She though- she was secure, and I gave her to understand that she was secure with what she had left. That was after I paid the thousand dollars on the note, and the note then only amounted to \$600.00.

Q. How much did you get for that Gladman certificate? A. Five hundred or six hundred, I forget which.

Q. When was that sold by you? A. I cannot tell you exactly, but it was since I have paid the thousand dollars.

Q. How long after? A. I cannot tell.

Q. Who did you sell it to? A. Mr. Cotter T. Bride.

Q. How about the other certificates which you mentioned as having withdrawn? A. I guess I sold those, too.

Q. How many were there? A. There may have been two, and there may have been three, and there may have been only one. I stated that there was two or three. The Charity Matthews certificate was the one which was redeemed. There is another one in the name, I think, of Moxley—the one that I had not sold. I remember I sold, I think, three out of the five Moxley certificates originally, and afterwards I sold the other two and they were the certificates that I drew out, but let it be understood that when I drew them out I put the Dennis Ragan certificate to which I have called your attention to in

their stead. I mean the Dennis Ragan note to which I have called your attention.

Mr. RICHARDSON: This line of examination is objected to
157 as immaterial, incompetent, and irrelevant, and for the further reason that the certificates to which the witness has testified are shown by the record to have been his independent and individual property, and it matters not what he received for them or what their actual value was and whether or not they were returned by the party who held them as collateral security when released from the list of the collateral. He had a right to dispose of them as he saw fit.

Q. You have received how much money from Mrs. Dann on account of this note for \$1,600.00 that you gave her? A. I received how much money from Mrs. Dann? I have not received anything from her. It is my place to pay to her. You mean how much have I received from the collateral that I drew. I have not received anything from Mrs. Dann on account of the \$1,600.00 note that I gave her.

Q. Mrs. Dann holds your note for \$1,600.00? A. No, sir; she holds it for \$600.00.

Q. Originally she held it for \$600.00? A. Yes, sir.

Q. What did Mrs. Dann give you when you gave her that note for \$1,600.00? A. She did not give me anything. She gave me my personal collateral note of \$600.00 which she held and the Slater collateral note of a thousand dollars. I do not understand what Mr. Tucker means when he wants to know what I gave Mrs. Dann. I gave her my collateral note for \$1,600. As far as she giving me, it was my place to pay her. She did not have anything for which to pay me.

158 Q. As I understand it, then, this is the way: That when you gave Mrs. Dann your note for \$1,600.00 she cancelled your personal indebtedness to her which had existed theretofore of \$600.00? A. Yes, sir.

Q. And gave you the one-thousand-dollar Slater note? A. Yes, sir.

Q. So that was the consideration for your note of \$1,600.00, the cancellation of your note for \$600.00 to her and the transfer to you of the Slater one-thousand-dollar note? A. The consideration in the thing was this: I owed her \$600.00, and I was to pay the thousand dollars that Slater had borrowed from her, and I gave her my note for \$1,600.00 to pay those two notes? As far as the question of consideration is concerned, I will leave that as a matter of law to be decided.

Q. And since the making of this \$1,600.00 note you have withdrawn the Gladman certificate? A. Yes, sir.

Q. Which Slater originally owned and which you sold for \$600.00? A. I think five or six hundred dollars. I will say \$600.00. It might have been only \$500.00. It was not more than \$600.00.

Q. And Mrs. Dann holds now all the collateral which Robert Y. Slater originally owned? A. Yes, sir.

Q. The Frere and German note for \$750.00 and the Brewer
159 note for \$450.00? A. Yes, sir; that is right.

Q. How is that Frere and German note for \$750.00 secured?
A. By deed of trust.

Q. First or second deed of trust? A. First. I know it is the first, but there is a tax sale existing against it which makes it, in my opinion, quite hazardous.

Q. Who were the makers of the note? A. A man by the name of Frere and a woman by the name of German or a woman by the name of Frere and a man by the name of German, I forget which.

Q. Who holds that tax-sale certificate that was on this Frere and German property? A. Mr. Albert Marshall, I understand.

Q. Where did you get that note—that Frere and German note for \$750.00? A. From Mr. Slater.

Q. From Robert Y. Slater? A. Yes, sir; Mr. Slater said that he would get me the tax-sale certificate which represented that tax sale, but he never did do it; but it is now held by Mr. Albert Marshall, and that tax-sale certificate renders the security on that \$750.00 note quite hazardous.

Q. When was that Frere and German note for \$750.00 secured by deed of trust turned over to you? A. The same time these others were turned over.

Q. When was that? A. August 25, 1898.

Q. Do you know under what circumstances Mr. Robert Y.
160 Slater got that Frere and German note for \$750.00? A. No, sir; I do not.

Q. Where did you get William H. Ayres' note for \$100? A. That note was gotten in a transaction; it was a personal note of mine. I owned a lot out here on Second street northeast, near the corner of Massachusetts avenue, and Mr. Ayres owned a lot on Massachusetts near the corner of Second, and we made a swap. I gave him \$200.00 cash, and he gave me his lot and I gave him mine, and he gave me a trust back for \$100.00.

Q. Where did you buy the P. W. Roberts note for \$300.00? A. That note I purchased from a man by the name of John J. Sanborn. He owned a lot down on Fifth street southeast on which this note was secured.

Q. Where did you get the John T. Jones notes? A. The John T. Jones note—I got as commissions for effecting a transaction for Mr. Clarence F. Norment, president of the Central national bank, in square 743.

Q. Where did you get the Dennis Ragan note? A. That note was given back to me as deferred purchase-money of Dennis Ragan when I sold him the house that he is now living in on Brightwood avenue, just above Florida avenue.

Q. And of course the William H. Brewer note originally came through Slater? A. Yes, sir, and also the Frere and German note.

Q. You advised Mrs. Dann to accept this Brewer note as collateral? A. Yes, sir.

161 Q. Did you have any examination of the title made at that time? A. I had the title papers presented to me showing the trust already on it.

Q. By whom? A. It was handed to me by Mr. Slater when the collateral was turned over—the Real Estate Title Company, one of the title companies here.

Q. Was it a certificate of title or abstract of title? A. Certificate.

Q. Where is that? A. Mrs. Dann has it. I can get it at any time.

Mr. RICHARDSON: Will you produce it and file it in evidence? A. Yes, sir.

Mr. RICHARDSON: I offer the said certificate in evidence, and the examiner will please mark it as Defendants' Exhibit No. 1.

WITNESS: I would rather have both.

Mr. RICHARDSON: I offer both in evidence—the certificate on the Brewer note and the certificate on the Frere and German note—and the examiner will please mark them as Defendants' Exhibits Nos. 1 and 2 respectively.

Q. Did you know, Mr. Hufty, at the time that you deposited this Brewer note with Mrs. Dann as collateral security for your note for \$1,600.00 that you were trustee in the deed of trust securing that note? A. I think I must have known that I was trustee under the deed of trust.

Q. Why? A. Because I had the title papers before me showing that I was.

162 Q. Did the note have anything on its face showing that you and Mr. John G. Slater were trustees? A. My recollection is that it did show it.

Q. Knowing that, did you make any inquiry of Mr. Robert Y. Slater of the circumstances under which that note was given? A. I did not think it was necessary. I was dealing with the real-estate note and not with the real estate.

Q. Did you consult with your cotrustee with reference to the circumstances under which the note was given? A. No, sir; I did not consult the cotrustee with me under that note or under that deed of trust, rather, as I considered we were trustees of the real estate and were not trustees of the note.

Q. What was Mr. Robert Y. Slater's business at the time of the deposit by him of this Brewer note for \$450.00 as collateral security to secure the loan of Mrs. Dann? A. I cannot state exactly what Mr. Robert Y. Slater's business was or what he was engaged in. He was engaged in buying property at tax sale; he was engaged in the insurance business, and, as I understand, the real-estate business. Outside of that I don't know anything about his business.

Q. Do you know whether he was a member of the bar? A. I don't think he was.

Q. Was his business and the business of his father dealing in matters relating to defective and illegal taxes and assessments? A. Yes, sir; I think they did some of that; yes, sir.

Q. And the purchase and sale of tax-sale certificates? A. Yes, sir.

Q. At that time were you not engaged in that business also? A. I was if you call it engaged. I bought property in at tax sale and people called to get hold of those certificates; they would come to see me about them.

Q. Did you buy them as an investment? A. Yes, sir; I bought them as an investment.

Q. At that time were you both engaged in the cancellation of prior general taxes by the sale of tax-sale certificates? A. I told you I sold the Moxley certificates which had back taxes on them. That was the purpose why the trustees bought those Moxley certificates in.

Mr. RICHARDSON: I object to the question because of its indefinite character and because it is misleading, in that it seems to imply that the witness and Mr. Robert Y. Slater were engaged together in such business, and I do not think the witness understood that the question might properly have that interpretation.

A. I understood Mr. Tucker was speaking about me personally. I have not anything to do with Mr. Slater's business.

Q. The question was were both engaged in such business?

A. He was for himself and I know I was for myself and his
164 business and my business were absolutely independent—this tax business. I entered into it as a matter of investment and I presume Mr. Slater did the same, but as far as any transaction in reference to our respective certificates is concerned I have nothing to do with what Mr. Slater does with his own and he knows and has nothing to do with what I do with mine.

Q. In 1898, did you know that Mr. Robert Y. Slater had made a number of contracts with property-owners against whose property there were large amounts of general taxes assessed to secure the cancellation of such general taxes? A. I cannot say that I know that. I know he was engaged in trying to cancel any taxes he could get hold of, whether it was 1898, 1897, or 1896, or any other tax. He might have made contracts. I cannot recollect any in existence which will refresh my memory so that I can state that I knew that he made any.

Q. Do you know that he had made a contract with Michael J. Sauter? A. No, sir; I don't know that. I don't know that he made any contract of that kind with Michael J. Sauter.

Q. Do you know that he procured from Michael J. Sauter a promissory note for something over eight hundred dollars, secured by a deed of trust on Sauter's property, in which deed you were named as trustee? A. I might have known at the time, but I certainly cannot remember anything about it.

Q. How old was Robert Y. Slater in August, 1898? A.
165 That is a question I cannot answer. I don't know how old he was. He may have been all the way from twenty-two to thirty. He is a man you cannot tell by looking at him.

Q. At that time was he a man, to your knowledge, of any means? A. I considered that all the Slaters were making money.

Q. That is not my question. I refer to Robert Y. Slater alone.
A. That is a question I cannot answer. How am I to know? I don't know whether you are worth \$5.00 or \$5,000.

Q. At that time was Robert Y. Slater engaged in business with his father? A. At what time?

Q. August, 1898. A. Yes, sir; I think, to the best of my recollection, he was. I don't know whether his father was sick then or not. I don't know whether he was sick at that time or not.

Q. Had you prior to August, 1898, borrowed or loaned money from Robert Y. Slater? A. I never borrowed from him, but I have loaned him money time and time again.

Q. Can you recall some of the loans you have made prior to August, 1898? A. I could not save my life. I have given his father my checks for \$300 without taking any security for it and he always repaid it. I gave him my check for \$600.00 once and he said he would pay it the next day and he paid it. I generally cannot remember the loans I make without I—

166 Q. In August, 1898, when—or in the early part of 1898, when the Frere and German deed of trust note for \$750.00 and the Brewer note—deed of trust note for \$450.00—came into your hands from Robert Y. Slater, you saw fit not to make inquiry as to where he got them? A. I did not see that I was called upon. It is just the same as any other note. Take a note for one hundred dollars. A person brings it in my office and asks me to accommodate him and I cash that note, I am not called upon to go all around town to see where he got that note. I have bought individual notes and purchased them on the endorsement and signatures on the note.

Q. You did not think your relations with Mr. Robert Y. Slater was such as to require you to make any such inquiry? A. No, sir; my relations with Robert Y. Slater were of a business character. I filed suits and attended to office matters and I suppose my relations with him are the same that you have with Mr. Manogue or Mr. Brewer sitting there. I did not have any such close relations with Mr. Slater that would enable me to know everything he was doing. I have all I can attend to of my own business affairs without trying to find out what Mr. Slater was doing all the time.

Q. Mr. Hufty, I hand you the original bill of complaint in this cause (counsel handing witness bill) and ask your attention for a moment to the typewritten agreement between Robert Y. Slater and William H. Brewer, attached as an exhibit to that bill. Please state whether in August, 1898, you knew that Mr. Robert Y. Slater 167 had made similar contracts to that one with property-owners.

Mr. RICHARDSON: The question is objected to as immaterial, incompetent, and irrelevant.

A. I don't know whether it was in August, 1898, but I remember one case that Mr. Slater had that I drew up the contract for him. I think it was the case of Young down here on the Avenue.

Q. Was that a note? A. No, sir; it was not a deed of trust. It was a contract.

Q. Similar to the contract I have just shown you? A. No, sir. Young was to get a certificate—a tax-sale certificate—outstanding against certain property and turn it over to Mr. Slater so that he could get the back taxes off, back of that certificate.

Mr. RICHARDSON: I understand you further to say it was not secured by deed of trust?

A. Yes, sir.

Mr. TUCKER:

Q. Do you know who prepared this agreement between Robert Y. Slater and William H. Brewer to which I have just directed your attention? A. I do not.

Q. Did you ever prepare a similar agreement for him? A. I do not know whether I did or not. Now, you are asking me questions that I cannot answer. I am preparing agreements and contracts all the time, and it would be impossible for me to remember all that I prepare.

168 Q. Did you know at the time of the exhibiting of this Brewer note for \$450.00 as collateral that there was a prior deed of trust on the property? A. Yes, sir..

Q. In what sum? A. That was one thing that induced me to a great extent in taking that loan. It was for the sum of one thousand dollars to secure Gordon and Gordon.

Q. Why did that cause— A. There was question of title, as to the title which had become vested in Mr. Brewer by adverse possession. Gordon and Gordon loaned a thousand dollars on one piece of this property, and this deed of trust covered that piece and another piece, and I concluded from the title company's report that the title was all right by possession, and in addition concluded that the Gordons had properly examined the title, and for these reasons I took that note as collateral security.

Q. Do you know, Mr. Hufty, whether Robert Y. Slater in June, 1898, was in such a financial condition as to enable him to make a loan of \$450.00? A. That I could not tell. Some days Mr. Slater would have \$1,500.00 or \$2,000.00 and the next day he would probably have a \$100.00.

Q. Do you know Robert Y. Slater? A. Yes, sir.

Q. Do you know whether he was in the habit of making loans secured by deed of trust? A. I don't know.

Q. Do you know of any in existence where he made a loan of money secured by deed of trust? A. I cannot say that I 169 know of any in existence. There might be some of them that I don't know anything about. There might be a plenty of them.

Q. Who recorded this Brewer deed of trust? A. I don't know, sir, who recorded it. It must have been recorded because the title company had it on the certificate.

Q. Did you go over to examine the Brewer property to ascertain whether it was sufficient security for the \$450.00? A. I did it on the plat book.

Q. Just examined the plat book? A. Yes, sir, and, as I say, I relied a great deal on the fact that Gordon and Gordon had loaned a thousand dollars on it.

Q. You stated, Mr. Hufty, that Mr. Darlington represented the Slaters? A. Yes, sir.

Q. In the case of Hamacher, vs. Robert Y. Slaters and others, in the supreme court of the District of Columbia, do you know which parties Mr. J. J. Darlington represented? A. Yes, sir; he represented parties adverse to the Slaters. I will say this, that Messrs. Douglass and Douglass represented Mr. Rothert in the Slater trouble, although Douglass and Douglass have represented the Slaters, I believe, in one case and probably more; I don't know.

Q. You have stated that Mr. O. B. Hallam represented the Slaters. A. Yes, sir.

Q. He also represented you in some matters? A. That is the matter I am talking about. I was asked by Judge Hallam if 170 I would not take title to a certain piece of property on which he was cancelling back taxes, which I did. This was the transaction which the Slaters had with Judge Hallam, and Judge Hallam really represented the Slaters and not me.

Q. Did not Judge Hallam represent you in other matters than those? A. No, sir.

Q. Never? A. No, sir; I don't remember Judge Hallam representing me in any case.

Q. Did Hallam represent you in the mandamus case against Trimble? A. No, sir.

Q. He did not? A. Oh, no; Peter.

Q. Arthur Peter? A. Yes, sir. Mr. Hallam represented me in the case which went to the Court of Appeals to affirm the decision in the Brewer case.

Redirect examination.

By Mr. RICHARDSON:

Q. Mr. Hufty, what was the face value of the Gladman certificate? A. Its face value was only about \$39.00.

Q. That, as I understand it, was the amount that had been paid for that certificate at a tax sale? A. Yes, sir, and I will add that there are not three people out of ten thousand that would think that it was worth that much.

Q. Did it have any value over and above \$39.00? A. Yes, sir.

171 Q. Of what nature was that value? A. The value of cutting out about two thousand dollars.

Q. Real estate or speculative value? A. Speculative value altogether.

Q. And in receiving that, as to whether or not you might be able to get \$39.00 or nothing or \$600.00, you took that element of chance? A. I should say so.

Q. But you have come out on the winning side and did get \$600.00

for it? A. Yes, sir; but they might have filed a bill in equity against me and put a whole lot of costs on me, and I might possibly have gotten the \$39.00 back with six per cent. interest.

Q. When you took that Gladman certificate and took that Frere and German note and the \$450 note in controversy in this case, you took them with that knowledge of that uncertainty and speculative character? A. Oh, yes, sir; I took with the knowledge of the uncertainty of the Frere and German note on account of the fact that that property had a tax sale outstanding against it which had matured into a deed or the right to obtain a deed.

Q. As I understand you, that fact that there was an outstanding deed against the property upon which the Frere and German note were secured rendered the security in that instance hazardous and made your lien a speculative one? A. Yes, sir.

172 Q. When you took this \$450.00 note in controversy was there anything upon the face of that note which indicated that it grew out of a transaction in reference to the cancellation of taxes? A. If there had been or if I had known anything about the circumstances as alleged by Mr. Brewer I would not have taken the note.

Q. You mean to say, then, there was not? A. There was not.

Q. Was there any suspicious indication of anything of any nature which might or did put you on your guard in reference to taking that note? A. No, sir; that I could see. Mr. Slater told me that there were several years' back taxes against this property, but there was, as I knew and the certificate of title showed, no tax sale on it, and as the property was improperly described, I was not troubled in the least by these few years of back taxes of which Mr. Slater spoke, as I knew that they could not be enforced.

Q. Are you familiar with real-estate values in the District of Columbia? A. Yes, sir; I think I am.

Q. You have had considerable experience in buying and selling real estate both for yourself and representing others? A. I have been doing it ever since I was sixteen years old.

Q. Where is this property in controversy located? A. I think it was on the corner of Thirty-second and O streets.

Q. Were you familiar with values in that locality when 173 you took this note? A. I was satisfied from observation on the plat book.

Q. I asked you—— A. I was familiar enough to know what I was doing.

Q. Were you familiar—— A. Yes, sir; with Georgetown property, I was.

Q. And from the examination of it which you say you made were you sufficiently familiar with values in that locality and from that plat book to know that that property was ample security for the Gordon trust and for this \$450.00 note in controversy? A. Yes, sir; I should say it was.

Q. In your judgment what is the present value of that property? A. If I were looking into the property to ascertain its present mar-

ket value I would go to Georgetown and make a personal inspection of the property; but I knew that for the purpose of securing the Gordon trust of a thousand dollars and this trust for \$450.00 and even twenty years' back taxes that I was perfectly safe in loaning this money, particularly as these taxes could not be enforced.

Q. As I understand you finally, the consideration passing between you and Mr. Slater when you assumed his obligation upon the thousand-dollar note and returned to him his cancelled note was the German and Frere note for \$750.00 and the \$450.00 note in suit and the Gladman tax-sale certificate? A. That is right.

Q. And that was all? A. Yes, sir; that is right.

174 Recross-examination.

By Mr. TUCKER:

Q. I want to ask you one question about this Gladman certificate, Mr. Hufty, and it is a repetition of a former question. When did you sell that Gladman certificate? A. I sold that Gladman certificate—well, it has been since the first of July.

Q. 1899? A. Yes, sir; 1899.

Q. When did you pay the thousand dollars to Mrs. Dann? A. The first of July my check book shows that I paid her a thousand dollars. I will bring you the cancelled check if you want it.

Q. Where did you get that thousand dollars?

Mr. RICHARDSON: I object to that.

A. I think I make enough money in a year to pay that thousand and seven or eight more; probably ten more; I cannot tell.

By Mr. RICHARDSON:

Q. You have testified that from time to time you have prepared contracts or other papers for Mr. Robert Y. Slater or the Slaters. I will ask you specifically whether or not, showing you the contract in controversy in this proceeding, you prepared that particular paper (handing witness contract). A. No, sir; I don't remember of preparing it.

175 Q. Can you tell by looking at it whether you did or did not? A. I cannot remember. I cannot tell for my life, Mr. Richardson, what contracts I prepare. I prepare from two or three a day and sometimes three or four a week. I will state this: that Mr. Slater has come in my reception office and has dictated things to my brother. He might have dictated that; but I say that I never prepared that contract, although it might have been prepared in my office, where my brother sits at the typewriter in my reception office.

MALCOLM HUFTY.

Subscribed and signed for the witness by me by consent and agreement of counsel this 27th day of March, 1900.

EDWIN L. WILSON, *Examiner.*

176 ROBERT Y. SLATER, a witness of lawful age, being by me first duly sworn according to law for and on behalf of the defendants, testified as follows:

By Mr. RICHARDSON: I will now state that Mr. Slater is now offered as a witness in his own behalf as a defendant to the bill filed in this cause, and that I will conduct this examination in the interest of Mr. Mitchell, who represents him and who is at present detained by business and unable to be here.

Q. Mr. Slater, you may state your name, your residence, your occupation, and, as counsel for the complainant seems to desire it, also your age. A. Name, Robert Y. Slater; address, 2200 Q street northwest; office, 472 Louisiana avenue northwest, Gunton building, and age, 23 years; business, real estate, insurance, and taxes.

Q. Mr. Slater, you may state whether or not you are acquainted with the complainant, Mr. William H. Brewer. A. I have seen him three or four times.

Q. Were you acquainted with him on or prior to the 3rd day of June, 1898? A. I do not remember the date. The date of the contract will show when I was acquainted with him.

Q. How long prior to that had you known him? A. About two days before that.

Q. Where did you first meet him? A. At his store in Georgetown.

177 Q. What was the occasion of your visiting him there? A. Mr. Brewer owns a piece of property, where he has his store, and he had allowed the taxes to accumulate on it for several years. They were several years in arrears, and I went to see him about the cancellation of those taxes.

Q. What was the result of that interview which you then had with Mr. Brewer? A. The result was that Mr. Brewer and myself came to an agreement by which I was to settle the taxes—cancel the taxes on his property there—in consideration for which he gave me a trust note of \$450 according to the contract which is drawn up and shows—

Q. One moment. Don't go ahead of my question. You say at that time you entered into an oral agreement with Mr. Brewer? A. I did.

Q. To cancel his taxes? A. Yes, sir; to cancel his taxes.

Q. What was the nature of that oral agreement? What did you then and there agree to between you? A. I agreed with Mr. Brewer—he was to pay me \$450.00. He was to allow me to purchase the property in at the next sale of this property which was coming off, and it was encumbered with these back taxes, and then I was to cancel those back taxes.

Q. Was that note which you say he was to give you of \$450 then understood to be secured in any way? A. It was.

Q. State whether or not subsequently the contract embodying that agreement was prepared and the note drawn and the deed of 178 trust likewise prepared. A. They were.

Q. I show you this paper, Mr. Slater, and ask you if that is

the contract which was prepared in pursuance to that understanding. A. That is the contract.

Q. State, if you can, who actually prepared this contract. A. I did.

Q. The verbiage and language is your own? A. No, sir. The verbiage and the language is copied from a contract which was drawn in the office of Mr. Benjamin F. Leighton in a case which my father had with a man by the name of Stewart to cancel taxes in square 734.

Q. Who did the manual work of typewriting this contract? A. That I don't remember. I had a typewriter in my office and I used to typewrite those occasionally, and I had Mr. Hufty's brother to do some typewriting for me. If I remember correctly, I think I did the typewriting for that myself, although I am not positive. It was either myself or Mr. Hufty.

Q. Which Mr. Hufty do you mean? A. Mr. Laurence Hufty, not Mr. Malcolm Hufty.

Q. State whether or not this contract was by you called to the attention of Mr. Hufty in any way. A. No, sir; it was not.

Q. Who, as a matter of fact, if you remember, prepared the deed of trust in controversy in this case? A. That is my handwriting.

I prepared that.

179 Q. What subsequently was done with the contract, the deed of trust, and the note immediately after they were prepared as you have stated? A. Why, after the signing I gave them to Mr. Soran, and he added the acknowledgment.

Q. State what was done immediately after the preparation of these papers. A. Oh, that evening I went to Mr. Brewer's and he went over them, and I probably spent an hour and a half reading them over to him, and the clerks read fully to him, and he fully understood it before they were signed.

Q. He then signed it? A. Yes, sir; he then signed it.

Q. What did he sign? A. He signed the contract, the trust note secured on that property, and the deed of trust.

Q. Did you sign the contract at that time? A. I did.

Q. You stated that Mr. Brewer understood the nature of the transaction? A. He did.

Q. State whether or not the contract, the deed of trust, was in accordance with the prior oral agreement or understanding, or whether it varied from it in any respect. A. It is the identical same thing.

Q. What did you then do with these papers after Mr. Brewer had signed them? A. I brought them to my office.

Q. What subsequently to that was done with the deed of trust, if anything? What did you do with the deed of trust? A. I 180 gave it to Mr. Soran.

Q. For what purpose did you give it to Mr. Soran? A. To take Mr. Brewer's acknowledgment to it. He is a notary public in and for this District.

Q. State whether or not the paper was subsequently returned to you by Mr. Soran. A. It was.

Q. In what condition was it, then, with reference to the acknowledgment? A. It was acknowledged by Mr. Soran as notary public—that is, the acknowledgment of Mr. Brewer had been taken by Mr. Soran in the regular form of a notary public.

Q. State whether or not when it was returned to you by Mr. Soran it was in its present condition with reference to the acknowledgment and seal and so on. A. Yes, sir; it was.

Q. What subsequent action did you take in reference to this deed of trust? A. I recorded it.

Q. Mr. Slater, state whether or not your brother or your father had any interest in this transaction or any connection with it in any way. A. They have no interest in it.

Q. I mean in the consummation of the matter between you and Mr. Brewer? A. They had none.

Q. You are acquainted with Mr. Hufty, are you not, Mr. Slater?

A. I am.

181 Q. What has been his relations with you of a professional or business character? A. The only relations I ever had with Mr. Hufty were professional or business. Mr. Hufty has advanced me money a number of times on securities.

Q. Has Mr. Hufty ever represented you as counsel? A. I don't know that Mr. Hufty has ever represented me. I think he has probably represented father or mother, but as to representing me personally, I don't know that he has ever represented me.

Q. Has Mr. Hufty ever represented you as general counsel? A. He never has.

Q. Has he ever represented your father, brother, or mother as general counsel? A. He never has; no.

Q. You may state whether or not you ever communicated to Mr. Hufty any of the facts in reference to the inception of this transaction involved in this suit. A. I never communicated any facts to Mr. Hufty. Only I carried the note in there accompanied by another note.

Q. When did you carry that note in there accompanied by any other note? A. I don't remember the date. After the execution of the trust.

Q. In connection with what transaction was it that you carried the note in there? A. I borrowed a thousand dollars from him.

Q. State whether or not prior to the time when you borrowed this thousand dollars Mr. Hufty had any connection or any knowledge of any kind of this transaction which you had had with 182 Mr. Brewer; and, if so, what. A. He had no knowledge of it, to my knowledge. I don't very well see how he could have had any knowledge of it in any way.

Q. Did you communicate to him any knowledge of it or anything in reference to it when you obtained the thousand-dollar loan? A. I did not.

Q. You say, then, you did secure from Mr. Hufty one thousand dollars? A. I did.

Q. What did you give him as security for that one thousand dol-

lars? A. I gave him the Brewer note for \$450, secured by deed of trust, and one of John B. Frere and Mary German, and a tax-sale certificate on the Gladman property in Georgetown. The tax sale, I think the face of it was \$39.00, and the other note was \$750.

Q. Under this contract with you, as I see by reading it, you were to cancel certain taxes in arrears upon the property owned by Mr. Brewer? A. I was.

Q. Did you, as a matter of fact, cancel those taxes in arrears? A. I did not.

Q. You may state why not. A. I had an understanding with Mr. Brewer that I was to buy it from tax sale, and from that sale cancel the taxes, and Mr. Brewer gave me the money to buy this in at tax sale, and afterwards went and paid it, thereby rendering it impossible for me, in the way that I had intended to settle 183 these taxes, to cancel them. The money which he gave me was afterward refunded to him.

Q. How much money had he advanced to you for the purpose of purchasing at the tax sale? A. I don't remember—\$30 or \$40.

Q. Was it given to you in cash or check? A. Given to me in cash.

Q. When did you return to him this money that he had so advanced for this understood purpose? A. I don't remember the date; some time afterwards, when he paid this tax. So that he rendered it impossible for me to purchase at the sale.

Q. Was that prior to the filing of this bill? A. He gave me the money prior to the filing of this bill, and I returned it after the filing of this bill, through my counsel, Mr. Mitchell.

Q. Mr. Slater, you may state whether or not you paid this thousand-dollar note for which certain collateral had been given, as you have stated, when the thousand-dollar note matured. A. I did not.

Q. Was any demand then made upon you, and, if so, by whom, for the settlement of that note? A. Demand was made upon me by Mr. Hufty, but I did not pay it.

Q. Was the thousand-dollar note subsequently to that time cancelled in any way? A. Yes, sir. I could not pay it, so Mr. Hufty was going to foreclose, but I did not want to see him put to any more expense than possible, so he released me from the liability, and of course I gave him clear title to the property. 184

Q. So do I understand you to mean that you gave him title to the property? A. I gave him the notes before a sale then.

Q. You mean you assigned to him all of your— A. The collateral that I had put up for that thousand dollars.

Q. You may state, Mr. Slater, whether or not there is any understanding between you of a private nature, either in writing or verbal, to the effect that Mr. Hufty is at any time to return to you this collateral security, or any part thereof. A. No, sir; there is no understanding between Mr. Hufty and myself. I have no claim on him at all.

Q. I understand you to testify, then, that you have parted abso-

lutely with all your right and ownership of that collateral security?

A. Yes, sir; I have.

Q. And did so part with your right and ownership at the time when Mr. Hufty assumed the liability under your note? A. Yes, sir; I did.

Q. Mr. Slater, you may state any other matter or thing of interest to yourself or of advantage to the complainant which you desire to state in reference to this matter. A. I have not anything further to state only to say that the reason why the contract was not performed was a breach on Mr. Brewer's part in redeeming and 185 in paying his taxes, instead of allowing it to be sold and bought in by me and the taxes cancelled, as our agreement was.

Q. Did you, as a matter of fact and in like manner and in the same method as is prescribed in your contract with him, cancel taxes under other contracts? A. A good many thousand dollars worth.

Q. You hoped and you expected then to be able likewise to do it in this case? A. I did.

Cross-examination.

By Mr. TUCKER:

Q. Mr. Slater, as I understand it, before this agreement between you and Mr. Brewer and this promissory note for \$450.00 and this deed of trust securing a promissory note was signed by Mr. Brewer, he was made acquainted fully with their contents? A. He was.

Q. Did you read over all three of the papers to him? A. I did myself and his clerk also.

Q. You knew that he could not read? A. I did not know that he could not read; no.

Q. Did you read carefully all three of those papers? A. Yes sir.

Q. The agreement? A. The agreement, deed of trust—

Q. And the promissory note? A. Yes, sir; I did. I read all three.

186 Q. And you read this language which is contained in the deed of trust to Mr. Brewer: "Whereas the said William H. Brewer is indebted unto Robert Y. Slater in the full sum of four hundred and fifty (450.00) dollars, for which he has made and delivered his one certain promissory note bearing even date herewith, made payable to the order of said Robert Y. Slater three years after date, with interest thereon at the rate of six per centum per annum until paid, said interest payable semi-annually. The said note being given for money loaned and advanced by the said Robert Y. Slater to the said W. B. Brewer"? A. Yes, sir; I read that.

Q. You prepared that deed of trust? A. Yes, sir.

Q. And placed in the deed of trust the statement that the note was given for money loaned and advanced by you to Mr. Brewer? A. Yes, sir; I placed that there.

Q. You mean to say that Mr. Brewer was made acquainted with that statement? A. Yes, sir; he knew it perfectly and I guess I

spent two or three hours going over it. He had made other notes. He told me that there was a thousand-dollar note already on the property and he wanted to know if I would take it up and I told him that I would: I did go over to tell him I was able to take it up, but he said I will let it stand that way.

Q. Had you loaned or advanced any money to Mr. Brewer? A. I had not.

187 Q. Why, then, did you put that false statement in the deed of trust? A. I did not consider the statement false.

Q. Why, then, did you put it in there? A. That is the customary way of drawing up trusts, and my services, had it not been for the breach of that contract, would have been the equivalent to that \$450.

Q. I now understand you contend that Mr. Brewer committed a breach of his contract with you? A. He did.

Q. I hand you the contract in question and ask you to point out in that contract the provision which he has committed a breach of (handing witness contract). A. The provision is not in that contract. It was understood by Mr. Brewer and myself and also his clerk, who was there, and I told him the only way this thing could be done was by purchasing at the tax sale and not to pay the taxes and to give me the money and I should buy it in. He gave me the money to buy it in and afterwards he went to the tax office and paid that tax, under whose advice I do not know.

Q. He then gave you a promissory note for \$450.00, secured by deed of trust upon the property, and you contend that he was to advance money sufficient to buy in the property at that tax sale? A. He was to advance—

Q. When did he give you the money? A. The thirty-some dollars?

Q. Yes, sir. A. I don't remember exactly. Some time after. 188 Q. How long after the execution of the contract? A. I really do not know that. The dates will show that. I do not know what dates are there.

Q. The contract is dated June, 1898. A. Some time after that.
Q. How many months? A. I don't remember.
Q. More than two months? A. I don't remember.
Q. More than six months? A. I don't remember.
Q. You were to buy it in for what taxes? A. 1898—the taxes of 1898—the last sale.

Q. Buy it in at tax sale which occurred when? A. 1899.
Q. What month? A. April, 1899.
Q. How many months before had he given you this money? A. I don't remember. Mr. Brewer came over to my office and saw me a couple of times and I said, You can just send me that money any time between now and April. He sent for me to come over and see him and I went over to see him, and that is the way he wanted to give me that money which he agreed to give to purchase this property in at tax sale.

Q. Are you a member of the bar? A. No, sir.
Q. But an expert on tax matters? A. I don't claim to be an expert.

189 Q. Don't you know as a matter of fact to purchase this property in at a tax sale in April, 1899, it would be impossible by so doing to cancel arrears of taxes? A. No, sir; it was not impossible.

Q. You state now that it is possible? A. I state now that it is possible.

Q. Mr. Slater, did you not state to Mr. Brewer after he had paid you this thirty-odd dollars that you had paid the taxes? A. I never did.

Q. Did you willingly return to Mr. Brewer the thirty-odd dollars that he paid you? A. If I did not do it willingly I don't know how he would get it.

Q. Was not he compelled to take steps— A. He was not compelled to take any steps.

Q. Wasn't he compelled to take steps through Mr. Mullowney, of the police court, to compel you to pay over that thirty dollars? A. No, sir; he did not compel me. I understood from one—from one who pretends to call himself a lawyer—I believe his name is Manogue—that he invited Mr. Brewer to the police court to secure a warrant for me, and Mr. Manogue came to my office to see me. Mr. Manogue said such steps had been taken, and I said that was all right. I knew that I was not guilty of any crime in the matter, and the only reason that I refused him his money before when he asked for it was I thought probably it would hurt the case then pending in court, and from advice from Mr. Mitchell I gave Mr. Mitchell the money, and he paid it, stating that it would not hurt my case then pending in court against me; but so far as the threats

190 were concerned by Mr. Brewer, I paid no attention whatever to them.

Q. Do you mean the case in which we are now taking testimony? A. Yes, sir; that is what I mean.

Q. At or about the same time that you made this contract with Mr. Brewer for the cancellation of arrears of taxes on his property, did you not make a similar contract with Mr. Michael J. Sautter?

Mr. RICHARDSON: I object to the question as incompetent, irrelevant, and immaterial and because it is *res inter alios acta*.

A. The contract is the best evidence of that.

Q. That is your answer? A. Yes, sir.

Q. Has not Mr. Sautter been compelled to bring a similar suit against you of kind in order to secure the release of his property from the effect of a deed of trust that he gave you to secure a promissory note for some eight hundred dollars mentioned in your contract with him? A. Mr. Sautter brought suit against me; yes, sir.

Q. And you never secured the cancellation of taxes in the Sautter case for the same reason as this? — Because Mr. Sautter would not pay me the money to purchase the property at tax sale. A. That is it exactly.

Q. What was the amount of the arrears of taxes on the Brewer

191 property in June, 1898? A. I don't remember; the bills will show that; the record is the best evidence.

Q. Where did you get this Frere and German note for \$750, secured by deed of trust? A. That I refuse to answer.

Q. Why? A. I don't think that has anything to do with this case.

Q. Had you any contract with Frere and German similar to the one in suit? A. That I refuse to answer. If such contract be in existence the contract is the best evidence.

Q. Why did you make Mr. Malcolm Hufty a trustee in the Brewer deed of trust and in the Sautter deed of trust? A. I made Mr. Hufty trustee in several deeds of trust; I made other people trustees; just a form of drawing up deeds of trust—to make anybody that you think is reliable in the case to make them trustees.

Q. Had you consulted with him? A. I had not; no, sir.

Q. This thousand-dollar note that you gave to Mr. Hufty was payable when? A. I think thirty days after date.

Q. And was transferred to Mr. Hufty when? A. Several months after that; probably five months and probably more. Mr. Hufty was very lenient in the matter.

192 Q. You had ordered and received certificates of title on the Brewer property and the Frere and German property at the time you deposited the promissory note secured by their deeds of trust as collateral? A. There was a title from the Real Estate Title Company.

Q. Who procured them? A. I did.

Q. Who paid for them? A. I did. I don't remember whether I paid or whether father paid.

Q. Whether your father did? A. I might have ordered them in my father's name and he might have paid it, and then I paid him.

Q. What was your financial condition in August, 1898? A. Good.

Q. You were worth considerable money? A. Yes, sir.

Q. Mention some of the properties that you had. A. I had considerable cash. My holdings were in cash.

Q. How much cash had you in hand? A. That I refuse to answer. I could have raised five thousand dollars in a day.

Q. When? A. When I secured this trust from Mr. Brewer.

Q. That was in June, 1898? A. Yes, sir.

193 Q. When did you borrow a thousand dollars from Mr. Hufty? A. It was in August, 1898.

Q. Why, if you had a great deal of cash on hand at that time, you found it necessary to borrow cash? A. I had different speculations.

Q. You were unable to pay the thousand dollars? A. Yes, sir. If I had been able to pay it I would have paid it.

Q. Besides your professional relations with Mr. Hufty in June, 1898, had you any social relations with him? A. No social relations with him whatever. My relations with him always have been business.

Q. Never went driving with him? A. Mr. Hufty never went driving with me but once, and — time I met him on Connecticut avenue at the Hotel Grafton, and he lived within two squares of where I did, and I was on my way home and I asked him in the buggy and drove him home. I know he has never been driving with me.

Q. That is the only time he went driving? A. Except only when I went to see some one in the Hamacher vs. Slater case over in Virginia, Mr. Hufty accompanied me.

Q. Those two the only times? A. The only times that I can remember.

Q. Were you and Mr. Hufty in the habit of exchanging tax-sale certificates or selling to each other tax-sale certificates? A. 194 Not in the habit of anything. I cannot recall any tax-sale certificate that I sold to Mr. Hufty with the exception of this one. I have sold one or two to other parties.

Q. Mr. Slater, why was Mr. Brewer called upon to pay interest on this \$450.00 note when nothing could be done in the way of cancelling his taxes until April, 1899, at the tax sale? A. I don't remember of calling upon Mr. Brewer for to pay any interest.

Q. The promissory note seems to provide for the payment of interest at six per centum per annum from its date, June 3, 1898. What I want to know is why Mr. Brewer was called upon to pay interest from June, 1898, when nothing could be done to secure the cancellation of his taxes until April, 1899. A. I say I never called upon Mr. Brewer to pay any interest. The notes were out of my hands before the interest became due if my recollection is right in the matter.

Q. But you took from Mr. Brewer a note bearing interest from June, 1898, knowing that you could render him no services until April, 1899? A. I rendered him services until the time we went into the agreement.

Q. What were the services? A. To save him on his taxes.

Q. When? A. When the sale came off to have the taxes cancelled.

195 Q. When was the first sale to occur? A. 1899.

Q. What services did you perform between 1898 and 1899? A. In the first place, Mr. Brewer's title was imperfect there, and there were releases which had to be secured in order to perfect the title, and I spent considerable time, and Mr. Brewer went to him one day, who was the trustee under it, to have him sign these releases and then await the development of the taxes.

Q. What releases did you procure for Mr. Brewer? A. I don't remember; some releases to his property.

Q. You stated positively through your procurement a release was obtained for Mr. Brewer between June, 1898, and April, 1899? A. Yes, sir.

Q. A release from whom? A. I don't know. The records will show that. I don't remember the names.

Q. You procured such releases? A. Yes, sir.

Q. Do you recall any other services that you performed between those dates? A. I do not.

Q. Please state whether shortly after Mr. Brewer paid you the thirty-odd dollars with which to pay taxes you did not state to Mr. Brewer in the presence of his clerk that you had paid the taxes, but that the clerks at the District office were too busy to prepare the right bills, and that you would get bills for him and send them in
196 a few days? A. I emphatically deny that.

Q. Had you borrowed any money from Mr. Hufty prior to August, 1898? A. Yes, sir; I had borrowed money from Mr. Hufty.

Q. In what sums, as nearly as you can recollect? A. I don't remember. I cannot remember now what sums.

Q. Had you ever loaned him any money? A. I never loaned him a dollar in my life.

Q. Were these loans that you just referred to made out of merely friendship? A. No, sir; no friendship.

Q. For what reason? A. Business.

Q. Were they secured? A. They were secured.

Q. All of them? A. Yes, sir.

Q. Then mention any secured loans that he made to you prior to August, 1898. A. I cannot recollect them. I made a great many loans. He made loans prior to that. I cannot recollect what they were on or what they were.

Q. You have been present this morning during the time that Mr. Hufty testified, were you not? A. Yes, sir; I have.

Redirect examination.

By Mr. RICHARDSON:

197 Q. I desire to ask you one question that I omitted in the direct examination. Mr. Slater, did you ever tell Mr. Leckie that Mr. Hufty represented you in your general counsel? A. No, sir; I never did.

Q. Did you ever make any such statement to Mr. Marshall or to any one else? A. No, sir.

Q. As a matter of fact, you say he did not represent you or your mother, brother, or father as general counsel? A. No, sir; he did not.

Q. Anything further you would like to say? A. I wish to state here the costs incurred in this Brewer case was \$50 for certificates of title and was for the drawing up of papers in this case \$10.00 and my time.

Recross-examination.

By Mr. TUCKER:

Q. This \$50 you paid to whom for the certificate? A. The certificate was ordered from the Real Estate Title Company.

Q. And was obtained in order to enable you to procure the money?

A. I obtained this certificate to ascertain whether his property was anyways than perfectly straight. Mr. Brewer agreed to allow me the money, whatever it cost for that.

Q. You delivered this certificate to Mr. Hufty when you borrowed this money? A. Yes, sir.

198 Q. That certificate is out of your possession now? A. Yes, sir.

Q. Did you acquaint Mr. Brewer with the fact that you ordered the certificate? A. Yes, sir; Mr. Brewer saw the certificate when I called to get the releases signed—saw the certificate and the releases on his property in order to perfect his title.

Q. I suppose Mr. Brewer consented to your parting with the certificate or delivering it to Mr. Hufty when you obtained your loan of a thousand dollars? A. I did not consider that Mr. Brewer had anything more to do with the certificate after authorizing me to hold this note, secured on his property, until he had paid the note, then the certificate would go to him, of course.

Q. How could it go to him, Mr. Slater, when you had parted with the ownership of the Brewer note and had delivered the certificate to the person to whom you had transferred the Brewer note? A. When he pays the note to the parties who hold it, it would be no further use to them, being part of that loan; I think they will say that they will return this certificate.

Q. That was one of the conditions upon which you delivered the certificate to Mr. Hufty? A. No, sir; there were no conditions, but I think it is customary.

Q. What were the other papers for the drawing of which you incurred the expense to which you just referred to? A. The release and this trust.

199 Q. What was the expense in drawing up the trust? A.

The customary fee of \$10—\$5.00 for the trust and \$5.00 for the release—and I wasted two days in finding this party to secure this release. A man's time is his living.

Q. You intend to charge Mr. Brewer \$5.00 for drawing up that deed of trust? A. I intend to charge him \$5.00 for drawing up that deed of trust.

ROBERT Y. SLATER.

Subscribed and signed for the witness by me, by consent and agreement of counsel, this 27th day of March, 1900.

EDWIN L. WILSON, *Examiner.*

Hereupon the further taking of testimony in this cause was adjourned until Saturday, December 2nd, at the hour of 10 o'clock a. m.

EDWIN L. WILSON, *Examiner.*

200 WASHINGTON, D. C., *December 2nd, 1899—10 o'clock a. m.*

Met, pursuant to adjournment, at the law offices of Mason N. Richardson, Esq., Fendall building, to take further testimony for and on behalf of the defendants.

Present: Mr. Charles Cowles Tucker, for complainant; Mr. Mason N. Richardson, for defendants; Edwin L. Wilson, Esq., examiner in chancery; Malcolm Hufty, Esq., one of the defendants; Mr. William H. Manogue, and complainant.

Mr. RICHARDSON: I desire to recall Mr. Hufty and ask him a few questions which were overlooked in the direct examination heretofore had, and to produce certain papers which were not then in my possession.

Mr. MALCOLM HUFTY, a witness heretofore sworn, being recalled for further direct examination, testified as follows:

By Mr. RICHARDSON:

Q. Mr. Hufty, you testified heretofore that about July 1st, 1899, you paid Mrs. Dann the sum of \$1,000.00? A. On July 1st.

Q. Have you any evidence of that payment? A. Yes, sir.

Q. What is it? A. I have the check which I gave Mrs. Dann, on which appears her endorsement. I gave it to her on the first of July, and she evidently deposited it on July 1st. She kept her deposit at the same bank which I do.

201 Mr. RICHARDSON: I offer that check in evidence and the examiner will mark it as Defendants' Exhibit No. 7.

Q. At that time how much did you have to your credit, in bank, if anything? A. I had \$2,664.00 in bank, and after drawing that check and a couple of others I had \$1,540.16 left.

Q. You had other property besides this cash in bank. A. Yes, sir; certainly.

Q. Mr. Hufty, what evidence of title had you as to Mr. Brewer's ownership in the property in question at the time you first engaged in this transaction? A. I had a certificate of title of the Real Estate Title Company which showed that part of Mr. Brewer's property had a one-thousand-dollar deed of trust on it, placed on there by Gordon and Gordon, and, as I understand, the certificate of title showed the west 19 feet of the property on O street was clear; that a certain release was gotten releasing a three-hundred-dollar deed of trust that was given to McCloskey and Archer, trustees, to secure William H. Brewer.

Q. Was that trust ever released? A. Yes, sir; there is the deed of release which releases that trust. It never has been recorded. (Witness producing the release.)

Q. When did you get this deed of release? A. I don't know. I think I got that—I was going to say he showed me the cancelled note or some evidence of its payment. I either got it that day or 202 the next day, but I think it was the same day, the 25th of August; I would not be positive about that, though I was satisfied that it had been paid.

Mr. RICHARDSON: I offer the abstract of title in evidence, and the examiner will mark it as Defendants' Exhibit No. 1.

I also offer this deed of release in evidence, and I call attention to the fact that the same has never been recorded, and I shall ask that the same be allowed to be withdrawn from the files at the proper time in order that it may be recorded. It is offered in evidence and marked as Defendants' Exhibit No. 3.

Q. Mr. Hufty, I again call your attention to this contract, which has been produced and filed with the bill and which you heretofore have not been able to recollect as to whether or not, as a matter of fact, you drew this contract, prepared it, or had any knowledge about it. I will ask you now whether, having refreshed your recollection in any way or having more fully examined it, you are prepared to answer whether or not you drew that contract or had any knowledge of it?

A. When I testified before I said I had so many contracts of every kind to prepare I could not state positively whether or not I had prepared this particular contract, as I am preparing contracts of different kinds daily, but upon perusal of this particular contract carefully I can now testify positively that I never either dictated or prepared this contract. In the first place, I would never have used the word "settled," meaning to settle the taxes, both general and special, now appearing in the assessor's office in said District; and in the second place, I would never have used the word "re-
203 fund" in reference to the note drawn by William H. Brewer, but I would have said redeliver to the said William H. Brewer. In other words, after reading the contract carefully I see language that I never would have employed. I am positive on that contract now.

Q. That is, that you did not prepare it? A. That I did not prepare it or did not dictate it or know anything about it.

Q. When was your first knowledge in reference to that contract? A. Well, that contract was filed as an exhibit to the bill, but I never read it carefully until subsequent to the last meeting that we had.

Mr. RICHARDSON: That is all.

Recross-examination.

By Mr. TUCKER:

Q. Mr. Hufty, have you been able to ascertain just when you sold that Gladman certificate? A. I know it was subsequent to the 1st of July.

Q. 1899? A. Yes, sir; I could get the exact date of it for you.

Q. About how long after, if you recollect? A. I don't know. I could not state. My impression is it was subsequent to that payment of thousand dollars to Mrs. Dann.

Q. Won't your check book show the deposit? A. It might; let me see. I am sure it will not, though. It will show if Mr. Bride

204 gave me his own personal check ; otherwise it will not. (After looking at his check book.) Yes, sir ; he paid me two payments ; one was \$250.00, and the other \$350, and I see it is dated July 17th, check for \$350.00.

Q. What was the last date—the \$250.00 ? A. \$250.00 payment was paid in cash, I think. If it was it would not show on my check book.

Q. So the \$250.00 was paid before the \$350.00 ? A. I think the \$350.00 was the last payment, but I do not think there were very many days apart.

Q. What did you do with that money you received ? A. I kept that money. I guess I was entitled to keep it. I might have spent most of it by this time.

Q. You did not turn it over to Mrs. Dann ? A. No, sir.

Q. You did not turn it over to either of the Slaters ? A. No, sir : the Slaters were not entitled to have it turned over to them. In fact, I thought that was the best piece of security I had.

Q. What was the collateral that Mrs. Dann held to secure your original six-hundred-dollar indebtedness ? A. I stated that there were some notes and some tax-sale certificates.

Q. And she holds those now ? A. Now I drew, as I stated before, those tax-sale certificates from time to time from under that collateral note.

Q. You owe Mrs. Dann now \$600.00 ? A. Six hundred dollars on that transaction, but by the time this matter is settled down in Norfolk, which will be in a few days, it will be considerable 205 less. I will state right now it was not necessary for me to have given any collateral to Mrs. Dann, but I preferred to make it a business arrangement and insisted upon putting the collateral up.

Q. Do you know anything about the inception of this Frere and German note ? A. No, sir.

Q. You do not know where Slater got that note ? A. Where he got it or the circumstances under which he got it ?

Q. Yes, sir. A. No, sir ; but I presume he got it from Frere and German.

Q. You don't know what for ? A. I know now.

Q. How do you know now ? A. Because I went up to see Frere and German the other night. I think I went up last Saturday night, the day that we had the last session.

Q. What was it given to secure, the cancellation of taxes, as this Brewer note was given ? A. Yes, sir ; it was given to secure the cancellation of taxes, and as Frere and German explained it to me, he was also to pay two years, 1897 and 1898.

Q. Is that Frere and German note worth its face value ? A. Worth its face value ?

Q. Yes, sir. A. No, sir.

Q. Why ? A. Because there is a tax sale outstanding 206 against the property.

Q. Any other deed of trust against the property other than this one ? A. No, sir.

Q. It is the first deed of trust? A. The first deed of trust if you do not consider that tax sale as amounting to anything.

Q. What effect has the tax sale on the security? A. Has the effect of putting a cloud on it.

Q. What amount of taxes are due? A. I don't know.

Q. What is the property worth? A. Mrs. German told me that the taxes had been cancelled, but that Mr. Slater had not paid the two years he agreed to pay.

Q. What is the property worth? A. I should think that property ought to be worth \$3,500.00 or \$3,000. I would not give that for it, though. It is assessed for \$4,000.00, but I would hate to give anything like \$3,000.00.

Q. This \$750.00 is the only trust against it? A. It is the only one that I know anything about.

Q. Then this tax-sale certificate that you mentioned is the only lien against the property that reduced the security of the seven hundred and fifty dollar note? A. Yes, sir; excepting an irregularity in the title.

207 Q. What does that consist of?

(Witness hereupon hands counsel for complainant a paper.)

Mr. TUCKER: Witness here hands the solicitor for the complainant a certificate of title of the Columbia Title Insurance Company of part of lot 10, in square 86, which contains this statement, signed by the secretary of that company:

"I have examined the title to the above-described property, and according to the record find that, subject to certain irregularities in title existing prior to the year 1830 (which irregularities would be cured by lapse of time and possession), I am of the opinion that John B. Frere and Mary German have a good title to said property.

"There is an outstanding title in George White, Robert White, and Charles White, trading as White Bros., based on a tax deed dated December 8, 1881, and recorded among the land records of the District of Columbia in Liber 996, folio 47. This deed is void, as the tax sale under which the same was given is invalid. I am informed there is no possession by said Whites at this time.

"The only encumbrances of record are unpaid taxes and assessments, if any, as to which the assessor of the District of Columbia will certify and the tax sale and deed of trust below noted."

Q. Now, Mr. Hufty, do you know for what length of time the Slater note to Mrs. Dann for \$1,000.00 ran? A. For what length of time?

Q. Yes, sir. A. I don't know exactly. Either one month 208 or two months or three months, I don't recollect now.

Q. Do you recall its date? A. My answer shows that. It was August 25, 1898, I think. The date in my answer is the correct date.

Q. And for what length of time did your note for \$1,600 to Mrs. Dann run?

Mr. RICHARDSON (after looking at witness' answer): Payable one month after date, August 25, 1898.

WITNESS: My note to Mrs. Dann?

Mr. RICHARDSON: He can look at that to refresh his recollection, I suppose?

Mr. TUCKER: Certainly.

A. I don't know. I am under the impression that it ran for either one or two months. I would not be able to state that positively.

Q. How long did your first note of \$600 to her run? A. The first note, I think, ran for six months. It was afterwards renewed for six months.

Q. Do you recollect its date? A. The 31st of December, 1897, I think it was.

Q. As I understand this transaction now, Mrs. Dann holds the Frere and German note for \$750.00, and you have received \$600.00 on the Gladman certificate? A. I sold the Gladman certificate for \$600 after Slater assigned it to me.

Q. Strictly speaking, I am right, you have received \$600 on the Gladman certificate? A. There is no doubt about it in the world.

Q. The two securities, namely, Frere and German note for 209 \$750.00 and the Gladman certificate, were both turned over by Robert Y. Slater to Mrs. Dann. That is right, is it not? A. That is right, along with the Brewer note.

Q. I am not dealing with the Brewer note; I am dealing with these two. A. Yes, sir; that is right.

Q. Therefore these two securities, one note for \$750 and the Gladman certificate, on which you have realized \$600, have aggregated in value \$1,350. Is that right, assuming that the Frere and German note for \$750 is worth its face value? A. Assuming, as Mr. Tucker says, the Frere and German note is worth its face value, that is right, and also assuming that the title to the Frere and German note is marketable. That is right..

Q. And by this same process of reasoning, if Mrs. Dann is paid the \$750 on account of the Frere and German note these two securities turned over by Robert Y. Slater to Mrs. Dann to secure his note for one thousand dollars will have realized \$1,350. Is that right? A. That is right if you are mixing Robert Y. Slater's matters up with mine. There is no doubt about it in the world that Robert Y. Slater does not own these things. He has not anything to do with them.

Q. And you owe Mrs. Dann \$600, the same sum that you owed her prior to the assumption by you of the one-thousand-dollar Slater note? A. The same amount; yes, sir.

Q. And she holds certain collaterals of yourself among the 210 collaterals securing this balance of \$600.00? A. Yes, sir.

Q. And you have testified that you have drawn from Mrs. Dann certain tax-sale certificates. Do you recollect which certificates those were? A. I think I stated it before.

Q. Do you recollect now? A. I think I have now the Moxley certificates and the Charity Matthews certificate in square 157, which was redeemed, and possibly a couple of others; I cannot re-

call them. I can state this: that all the certificates which I originally gave to Mrs. Dann to secure the \$600.00 note have been drawn from her hands, and, as I stated before, I left with her other securities, being the notes which I described at the last session.

Q. Please state how much cash you have realized from the securities that you have withdrawn from her? A. Well, if you consider that that makes any difference I will state that it might be \$700 or it might be \$1,200; I don't know which.

Redirect examination.

By Mr. RICHARDSON:

Q. Mr. Hufty, you may state whether or not there is any understanding between you and Mr. Slater or any of the Slaters that you are at any time to redeliver to them any one of these securities upon which they secured this thousand-dollar loan from Mrs. Dann. A. None whatever; no understanding whatever. The Slaters right now owe me, I should say, \$600, which represents cash outlay, and for which I have no security, and, in addition to that, owe me proba-

bly a thousand or fifteen hundred dollars for work which I
211 have done for them and for which I have not been paid.

considered these matters fully when I took the assignment of Mr. Slater's notes and tax-sale certificates subject to that collateral note.

Q. Is there any understanding between you and Mr. Slater or any of the Slaters whereby you are to pay them in lieu of a return of these certificates any amount of money to any extent whatever? A. No, sir; but, to the contrary, if possible, I am going to make the Slaters pay up the taxes on the Frere and German note, and they have no understanding with me. Those notes are absolutely mine, subject to Mrs. Dann's trust. There is no understanding between the Slaters and myself.

Q. Is there any understanding between you and the Slaters or any of the Slaters that this other indebtedness on their part to you, to which you have now for the first time alluded, is to be decreased or satisfied in any way because of your interest and ownership of these securities? A. No, sir; to the contrary, I don't know whether or not the Slaters would be able to pay the indebtedness which they owed me, and there are two things which I took into consideration when I accepted the transfer of these collaterals. One was to protect Mrs. Dann, who knew nothing whatever of what I had invested her money in—that is, as to its value—and the other was in case it was finally settled, and I should receive two or three hundred dollars in addition, I would consider that much made by reason of the chances that I have taken in the speculation in accepting these collaterals and assuming that indebtedness; but as far as there being any understanding that these collaterals, if I should happen to realize anything out of these collaterals, would be payment to any extent on the Slaters' indebtedness to me there was no understanding, and there is not now and there will not be.

Mr. RICHARDSON: That is all.

Recross-examination.

By Mr. TUCKER:

Q. Still, Mr. Hufty, you deducted from the thousand dollars that Mrs. Dann paid you—still you deducted from the thousand dollars that you paid Mrs. Dann, I think it was? A. I deducted from the thousand dollars some few cash items, I think, amounting to probably \$120 or \$125, which Robert Y. Slater at that time owed me.

Q. That is all? A. But don't understand by that, Mr. Tucker, that I received the full amount which the Slaters did owe me.

Q. How much money does Robert Y. Slater personally owe you for professional services? A. In the first place, I have his note for \$447.10 in my safe now.

Q. Was this given for professional services rendered? A. No, sir; that is for cash money.

213 Q. What services—my question was what professional services have you rendered Robert Y. Slater personally for which he has not compensated you? A. I don't know whether I am to look to Robert Y. Slater or John G. Slater. I considered them together. If they asked me to look over a paper or brought me a contract to prepare or a deed of trust to draw, or if I happened to file a suit for them to cancel special taxes, I would not look to any one particularly.

Q. When you stated that the Slaters owed you from a thousand to fifteen hundred dollars for professional services, you did not mean Robert Y. Slater owes you that sum? A. Most of the work that I did for them Robert Y. Slater would generally see me about it. I did much at Robert Y. Slater's suggestion. Sometimes the father, the old gentleman, would come to see me.

Q. Have you ever sent a bill for these services? A. No, sir; I never have, but I will the first of January; I have a list of everything I have done for them.

Mr. TUCKER: That is all.

Mr. RICHARDSON: That is all.

MALCOLM HUFTY.

Subscribed and signed for the witness by me, by consent and agreement of counsel, this 27th day of March, 1900.

EDWIN L. WILSON, *Examiner.*

Hereupon the further taking of testimony in this cause was adjourned subject to notice.

EDWIN L. WILSON, *Examiner.*

214 WASHINGTON, D. C., December 16, '99—11 o'clock a. m.

Met, pursuant to agreement of counsel, at the law offices of Mason N. Richardson, Esq., Fendall building, to take further testimony for and on behalf of the defendants.

Present: Mr. C. C. Tucker and W. H. Manogue, for complainant; Mason N. Richardson, Esq., for defendants Hufty and Dann; Mr. Mitchell for defendant Slater; examiner and witnesses.

Whereupon MALCOLM HUFTY, a witness heretofore sworn, being recalled, testified as follows:

By Mr. TUCKER:

Q. Mr. Hufty, have you the Brewer note in controversy here this morning? A. No, sir; I have not, because I understood that the original note was wanted at the hearing and I don't remember that it was to be produced here, although it might have been the understanding, but I am willing to get the note today, even this morning, and have it so that Mr. Tucker can examine me in relation to that note if he wants to.

Q. Please produce that note at the next hearing. A. Yes, sir.

By Mr. RICHARDSON:

215 Q. Mr. Hufty, you may state whether or not you have since the institution of these proceedings examined the tax books of the District of Columbia in reference to the property described in these proceedings—that is, part of lot 128, in square 1244, and also part of the lot 127, in square 1234. State whether you examined it first.

Mr. TUCKER: Objected to as incompetent, irrelevant, and immaterial.

A. Yes, sir; I have examined them.

Q. When did you so examine them? A. Subsequent to the filing of the suit.

Q. And for what years did you examine the records?

Mr. TUCKER: Same objection.

A. I forget the number of years, but I know for all years—these years they have been assessed—they have been described as lots "of," then giving the numbers of the lots, which the court in general term has held is an insufficient description and the assessment cannot be sustained. This description also renders the assessment invalid, as it has been held in most all of the courts where a question of this kind has come up. In other words, the property should be definitely described.

Mr. TUCKER: I object to the answer and will move to strike it out on the ground that it states conclusions of law and also seeks to disclose the contents of an assessment record, such records being the best evidence of their contents.

Mr. RICHARDSON: Do you require me to produce those records?

216 Mr. TUCKER: I would like to have copies of them if they are material.

Mr. RICHARDSON: If we produce copies will you waive your objection?

Mr. TUCKER: If you produce certified copies. If you certify them yourselves.

Q. Do you accept tax bills?

Mr. TUCKER: Except as to their relevancy, incompetency, and immateriality.

Mr. RICHARDSON: I now offer in evidence tax bills for the years — and the examiner will please mark them as Exhibit 4.

Mr. TUCKER: I object to them as incompetent, irrelevant, and immaterial.

Mr. RICHARDSON: It is stipulated that these tax bills contain a correct description of the property as it appears on the assessment records of the District of Columbia, and that no objection will be made thereto except as to their immateriality, irrelevancy, and incompetency.

Mr. TUCKER: It is also stipulated between counsel that an accurate copy of the numerical book, one of the assessment records of the District of Columbia, so far as it contains a description of the property in controversy, will be furnished at the hearing.

MALCOLM HUFTY.

Subscribed and signed for the witness by me, by consent and agreement of counsel, this 27th day of March, 1900.

EDWIN L. WILSON, *Examiner.*

217 THOMAS W. SORAN, a witness of lawful age, being by me first duly sworn according to law for and on behalf of the defendant Slater, testified as follows:

By Mr. MITCHELL:

Q. Mr. Soran, will you state your name, residence, and your occupation? A. Thomas W. Soran; a notary public and commissioner of deeds; residence, 725½ Sixth street northwest.

Q. How long, as a matter of fact, have you filled the office of notary public and commissioner of deeds? A. Nearly twenty years.

Q. Have you had an active business in that respect or otherwise? A. I have had an active business and very active business for many years.

Q. I show you a deed of trust, purporting to have been made by W. H. Brewer, of the first part, and John G. Slater and Malcolm Hufty, trustees, of the second part, and I call your attention to your acknowledgment of that deed, it being the deed of trust in question in this suit. I ask you what knowledge you have in reference to the execution of that deed of trust by Mr. Brewer? A. What recollection I have?

Q. What knowledge you have of the execution of that deed of trust by Mr. Brewer? A. The knowledge I have is this deed of trust was duly executed before me on the date specified, the 4th day of June, 1898. I took his acknowledgment and he acknowledged it to be his act and deed and seal. That is my invariable custom. I never took one in my life that I did not ask that question, and he assented, and he said it was his act and deed and seal, and thereupon I affixed my notarial signature and seal.

Q. You say "he." Who do you mean by he? A. W. H. Brewer, I mean. I recognize his signature as taken before me—W. H. Brewer.

Cross-examination.

By Mr. TUCKER:

Q. From whom did you get this deed of trust? A. From Robert Y. Slater.

Q. When? A. On the day, I believe, it was executed.

Q. That is on the 4th day of June? A. Yes, sir; that was the day.

Q. And where? A. In his office, on Louisiana avenue, to my best recollection, where I usually got all of his papers.

Q. You had desk room in his office at that time? A. Yes, sir; I had.

Q. What did you do with the deed after getting it from him? A. I immediately entered it into — book.

Q. After getting it from Mr. Slater? A. I sit down to my desk and copied the deed into my book, where I keep a record of all deeds that I take acknowledgments to. I entered it into my book.

Q. What did you do then? A. I then got in a car at the 219 intersection of Fifth and D streets and road- to Georgetown, and in Georgetown I went to the house of William H. Brewer.

Q. Where was that house? A. I cannot exactly locate the house. I am not familiar with the streets over there. I had the address then given to me by Robert Y. Slater, and after I reached the premises I paid no attention to the locality of the house. I knew I reached the house of the complainant.

Q. What sort of a house was it? A. I don't know. I was not looking for the house; I was looking for the man in it.

Q. Was it a brick house or frame house? A. I would not like to say that, because I was not required to note that. I did not think as to whether it was brick or not.

Q. You don't know on what street in Georgetown it was? A. Well, my recollection—it was in Georgetown I know. I know it was in Georgetown, and, as I said before, I did not note that as to what street it was. I have taken many and many acknowledgments, and I have never been in the habit of noting the street, and maybe I might go to the Metropolitan hotel and might go to different parts of the city, and therefore I don't know what street it was. If I saw the street and house, however, I would recognize it.

Q. Did you ring the bell when you went there? A. I could not say that.

Q. Do you remember who came to the door? A. I could not point that out; no, sir.

220 Q. Do you recollect distinctly see- Mr. Brewer? A. I certainly saw the signer to that deed of trust or I would not have taken the acknowledgment.

Q. Is the William H. Brewer who purports to be the grantor in this deed of trust present here this morning? A. I think this gentleman here (indicating Mr. Brewer). I am not positive, but I think so.

Q. What makes you think so? A. Because I think—one reason I believe he is the person I suppose. That is the only reason I guess. I have no distinct recollection of his features. I did not take a photograph of him at the time.

Q. Have you any independent recollection that the gentlemen present who you have indicated is the man whose acknowledgment you took to the deed of trust? A. No, sir; I have no independent recollection of it.

Q. Why do you say you think he is the man? A. Well, I don't know that I have any reason to say particularly. I saw the gentleman present and the impression on my mind is he is the man. I could not say positively.

Q. You simply assume from the fact of -is being there that he is the man? A. I recognize you, you being the attorney for the complainant in the case.

Q. You have no independent recollection that he is the man who acknowledged this deed of trust on June 4th, 1898? A. No, sir.

Q. Do you remember in what part of the house you
221 saw the person who acknowledged that deed of trust that day?

A. Well, I don't know as I could. The first floor, I understand, from my recollection.

Q. Anybody present? A. That is my recollection now; I am not clear on it. I think it was the first floor.

Q. Anybody present? A. I did not burden my mind whether there was one or two or a half dozen.

Q. Do you recollect whether anybody else was present? A. No, sir; I do not recollect it.

Q. What time in the day was it that you took the acknowledgment? A. I imagine it was taken somewhere about noon.

Q. Don't imagine. A. Excuse me, then. I think it was some time in the afternoon.

Q. Do you remember the day of the week it was? A. No, sir; I did not charge my memory with that. It is not my custom to charge my memory with the day or the hour. I don't know the day or the hour or the minute.

Q. Had the deed of trust been signed when you carried it over to be acknowledged? A. I don't recollect distinctly about that.

Q. Do you recall whether it was signed or not in your presence? A. I have no distinct recollection of his signing it in my presence.

222 Q. So you don't recollect whether he signed it in your presence or whether it was signed when Mr. Slater delivered it to you? A. I don't recollect that.

Q. What did you say to this party when you went to him to take his acknowledgment? A. It is my usual custom—

Mr. TUCKER: I object to that. I want you to state the circumstances and not what your custom has been.

A. I made no special note of these particular things, any more than I would in any other case.

Q. You don't recollect what was said? A. I have no reason to remember the words I used.

Q. You don't recollect what was said either by yourself or by Mr. Brewer on that occasion? A. Most positively I did not burden my memory with it.

Q. Is it not a fact, Mr. Soran, you don't recollect what was said by either of you on this occasion? A. I don't recollect the exact words used.

Q. Do you recall the substance of the words used? A. Yes, sir.

Q. Aside from your usual custom? A. Nothing aside from my usual custom. I simply asked him the usual question that I usually ask a man, either yesterday or today, Do you acknowledge this to be your act and deed and seal? and I got the answer, Yes, sir. I first, in presenting a deed for acknowledgment, always do so.

Mr. TUCKER: I object to that. I want what was said on this particular occasion.

A. You want my exact words?

223 Q. I want the substance. A. The substance was what I said, as to whether he understood the contents of the instrument of writing, the paper presented to him for signature.

Q. What was then said? A. His answer was as usual, I presume. I certainly would not have left unless he assented thereto. It is almost impossible to tell you the exact words. He might have said that is my act and deed. I will state that the acknowledgment was duly acknowledged—that is, his signature was duly acknowledged before me.

Q. Why do you use the expression, "Presented to him for signature," Mr. Soran, when you have just stated that you did not recollect whether the deed of trust had been signed when Mr. Slater delivered it to you or whether it was signed in your presence by Mr. Brewer? A. I may have possibly used different language there. I may have said, Is that your signature? I did not take a stenographer with me. I do not take a stenographer with me every time I go to take an acknowledgment. I would have to pay a stenographer more than my fee would be.

Q. Did you have any other paper with you on that occasion? A. Any other paper with me?

Q. Yes, sir; that you showed Mr. Brewer, than this deed of trust? A. Well, I possibly may have. I have no recollection of any other paper.

Q. Did you on that occasion tender to Mr. Brewer a paper and ask him to sign it, and did he not refuse to sign it? A. No, 224 sir.

Q. Did you on any other occasion, in reference to this trans-

action between Mr. Slater and Mr. Brewer, request Mr. Brewer to sign some paper which he declined to sign? A. On some other occasion?

Q. Yes, sir. A. No, sir.

Q. You never saw Mr. Brewer on any other occasion? A. You mean at his house in Georgetown?

Q. You never saw Mr. Brewer on any other occasion, at his house in Georgetown, except when you went to take this acknowledgment? A. That is the only time that I recollect.

Q. Did you see him at any other place at any other time? A. I have no recollection of it.

Q. Do you know Mr. Nottingham, Mr. Brewer's clerk? A. No, sir; not by name.

Q. Do you recall on any other occasion doing over to Mr. Brewer's store in Georgetown and in Mr. Nottingham's presence ask Mr. Brewer to sign a paper, which he declined to sign? A. No, sir; I have no recollection of that whatever. In fact, I rather deny that I ever went to his store before that. I am not positive about that. I hardly think I ever went to his store.

Q. But you are sure you never tendered him any paper which he declined to sign? A. No, sir; I have no recollection of it. I

am not sure. I have no recollection. If I did, I have no
225 recollection of it.

Q. Do you recall handing this paper, this deed of trust, to Mr. Brewer or his clerk, Mr. Nottingham, and Mr. Nottingham read over a portion of this paper and advised Mr. Brewer not to sign it? A. No, sir; I have no recollection of that; it may have occurred. I would not have been impressed with the fact. Those things frequently occur. I would have thought that it was merely some little thing that they were doing that I had nothing to do with.

Q. Do you know Mr. Michael J. Sauter? A. No, sir; not by name. I may know him when I see him.

Q. Do you recollect taking an acknowledgment for Mr. Robert Y. Slater of a deed of trust of Michael J. Sauter, who lives on Seventh street northwest? A. What part of Seventh street northwest.

Q. 1111, I think. A. Taking it where, at his residence?

Q. Yes, sir. A. Between what streets—at least, at what time, what year?

A. In June, 1898.

Mr. RICHARDSON: The question is objected to as immaterial, irrelevant, and incompetent.

Q. Now, answer it, Mr. Soran. A. That would be between L and M, on the east side. What name—Michael J. Sauter?

Q. Michael J. Sauter.

226 Mr. RICHARDSON: I object to the question on the further ground that the witness has the right to see the deed and his acknowledgment thereto in order to refresh his recollection.

Q. Answer the question as best you can, Mr. Soran. A. I might

possibly refresh my recollection as to it. I could not answer it right now. Possibly I did.

Q. And possibly you did not? A. That would be the contrary, I believe; yes, sir.

Q. Did Mr. Robert Y. Slater hand to you a promissory note or a typewritten agreement at the time that he handed you this deed of trust? A. Deed of trust to Mr. Brewer?

Q. Yes, sir; to Mr. Brewer. A. Well, now, I am not clear about that. I could not say positively.

Q. Did you ever have in your possession any other paper than this deed of trust in which Mr. William H. Brewer was interested? A. In which Mr. Brewer was interested?

Q. Yes, sir; in which he was named? A. No, sir; never to my knowledge. I never had such paper to my present knowledge. To my recollection would probably be a better word.

Redirect examination.

By Mr. RICHARDSON:

Q. Mr. Soran, are you personally acquainted with Mr. Brewer? A. No, sir.

Q. Had you ever seen him before this one transaction—the acknowledgment of this deed? A. Not to my recollection.

227 Q. In what way was he made known to you in connection with the acknowledgment of this deed? A. I was directed by Mr. Robert Y. Slater; he gave me the address of William H. Brewer in Georgetown, and asked me to go there and take the acknowledgment of Mr. Brewer.

Q. And you met a gentleman there? A. I met a gentleman there, I presume. Yes, sir; I met a gentleman there. Yes, sir; I did.

Q. Who did you inquire for? A. William H. Brewer.

Q. What response did you receive to your inquiry as to whether or not Mr. Brewer was there? A. The direct response was that Mr. Brewer appeared—some part of it—I don't know that he immediately appeared. He appeared eventually, if he did not appear at once.

Recross-examination.

By Mr. TUCKER:

Q. Mr. Soran, I observe that the acknowledgment attached to this deed of trust reads that you, Thomas W. Soran, do hereby certify that W. H. Brewer, who is personally well known to me as the grantor in and the person who executed the foregoing and annexed deed bearing date on the 3rd day of June, 1898, personally appeared before — in the said District. That certificate that Mr. W. H. Brewer was on the date of this acknowledgment *was* personally well known to you as the grantor in this deed of trust is not true, 228 is it? A. Well, he was; I can qualify that answer.

Q. Just answer as you see fit. A. There was a difference to me—W. H. Brewer—my reason for taking his acknowledgment

as W. H. Brewer was that it was a deed of trust and had it been a deed in fee I would — then thought it necessary to have been introduced to him ; as he was given a deed of trust, I, of course, naturally thought he would not give a deed of trust on property when *he* it was or any benefit to him whatever, but in a deed in fee deeding his property away I would have asked for an introduction.

Q. In taking acknowledgements you draw a distinction in the matter of identification of grantors, do you ? A. I deny that emphatically—most emphatically.

Q. Between deeds in fee and deeds of trust ? Now answer it. A. I think that is rather a leading question. I will say this, however. Excuse me, but I have never had occasion to take an acknowledgement in which the parties were not introduced to me and where I knew that they were the parties, were the identical parties as represented. In this case it being a deed of trust, knowing the power and effect of a deed of trust, I did not regard the same action that would have been necessary *at* it been a deed in fee, as he was giving away something instead of receiving something—excuse me, I am not sure—he was giving a deed of trust on something and I presumed that he would not have been giving a deed of trust on a piece of property unless he was one and the same identical person named in the trust.

229 Q. As a matter of fact, however, the party acknowledging this deed of trust before you was not personally well known to him at the time of the taking of the acknowledgment as William H. Brewer in that deed of trust ? A. He was not known to me by any other means than that Robert Y. Slater represented that he lived at a certain location in Georgetown.

Redirect examination.

By Mr. RICHARDSON :

Q. Then, as I understand it, you went to that location and found the person ? A. Yes, sir ; and he responded to the name and acknowledged the deed to be his act and deed and seal.

THOMAS W. SORAN.

Subscribed and signed for the witness by me by consent and agreement of counsel this 27th day of March, 1900.

EDWIN L. WILSON, *Examiner.*

Mr. RICHARDSON : That is all with the exception of those exhibits.

230 In the Supreme Court of the District of Columbia.

WILLIAM H. BREWER, Complainant,
vs.
ROBERT Y. SLATER ET AL., Defendants. } Equity. No. 20488.

WASHINGTON, D. C., *January 22, 1900.*

Met pursuant to notice.

Appearances: On behalf of the complainant, Charles Cowles Tucker, Esquire; on behalf of the defendants Hufty and Dann, Mason N. Richardson, Esquire.

MALCOLM HUFTY recalled for further cross-examination, Mr. Hufty having produced the promissory note for \$450, dated June 3, 1898.

By Mr. TUCKER:

Q. I observe that this note of Mr. Brewer's for \$450, dated June 3, 1898, bears interest at six per cent. per annum, payable semi-annually. Please state whether any demand has ever been made by you, either for yourself or Mrs. Dann, upon Mr. Brewer for the payment of any instalment of interest. A. No, sir; because the note was in Mrs. Dann's hands, and I did not care about going to the trouble to go up there and get the note out to collect a few dollars' interest.

Q. You simply didn't think it was worth the trouble to collect the interest semi-annually as the note called for? A. No, sir; I was waiting until I paid up Mrs. Dann in full, and I was going to take the note to Mr. Brewer for payment. I may say the same about the other note that Mrs. Dann holds. It is still up there, and as soon as I pay Mrs. Dann off I will get the notes from her and collect the interest without collecting any interest of Mr. Brewer or the other party.

Q. When did Mr. Robert Y. Slater endorse this note? A. At the time it was turned over—that is, I presume it was; I won't be positive about that. I would not have taken the note unless it had been endorsed, of course.

Q. Are you satisfied that this note was endorsed when you got it? A. Yes, sir; or I would never have taken it.

Q. When you first saw the note I presume you saw the endorsement on it, "Secured by deed of trust on a part of lots 127 and 128, square 1244; Malcolm Hufty and John G. Slater, trustees"? A. I must have seen it, as I said before, either on the note or in the certificate of title. I see it is rather obscure on the note, but the certificate of title showed very plainly because it was typewritten. So I must have seen the endorsement either on the title or on the note.

I am very careful about taking notes without their being endorsed, and I am satisfied that the note was endorsed when I took it. There is no doubt about that.

The solicitor for the defendant Hufty states that this note will be produced at the hearing.

Subscribed and sworn to before me this 28th day of March, 1900.
EDWIN L. WILSON, *Examiner.*

233 "DEFENDANTS' EXHIBIT No. 7."

[On the margin:] Malcolm Hufty, attorney-at-law, Gunton bldg.,
472 La. Ave. N. W.

(I. R.) July 1, 1899.

No. 703. \$1,000. WASHINGTON, D. C., *July 1, 1899.*

The Central National Bank of Washington City

Pay to the order of Laura V. Dann one thousand & $\frac{0}{100}$ dollars.
\$1,000.00. MALCOLM HUFTY.

Endorsed: Laura V. Dann.

234 DISTRICT OF COLUMBIA, *To wit:*

I, Edwin L. Wilson, an examiner in chancery, do hereby certify that the foregoing depositions of Malcolm Hufty, Robert Y. Slater, and Thomas W. Soran were by me duly taken down in shorthand from the oral statements of the said witnesses and thereafter by me reduced to typewritten print; that said witnesses were by me first duly sworn according to law to testify the truth, the whole truth, and nothing but the truth touching the matters and things in issue in said cause; that I am not of counsel for either of the parties and am not interested, either directly or indirectly, in the issues hereof; that my fee for taking said depositions is \$67.50, which has not been paid.

EDWIN L. WILSON, *Examiner.*

3 witnesses.

Fee, \$67.50, not paid.

5 exhibits.

EDWIN L. WILSON, *Examiner.*

235

Testimony in Rebuttal.

Filed March 26, 1900.

JANUARY 22ND, 1900.

WILLIAM H. BREWER, the complainant, recalled as a witness on his own behalf in rebuttal.

By Mr. TUCKER:

Q. Mr. Robert Y. Slater has testified that, at or about the time this agreement was made between you, you agreed to allow him to purchase the property in at the next tax sale, and that you gave him between \$30 and \$40 for that purpose. What do you say to that?
A. No, sir; I gave him \$36.54.

Q. For what purpose? A. To pay half of my year's taxes in 1898.

Q. That is to say, one-half of your 1898 taxes? A. Yes, sir.

Q. Did you or did you not give him money to purchase your property in at a tax sale? A. No, sir; I did not. He brought the tax bills over there for 1898 and showed them to me and I gave him the money to go down and pay them.

Q. After you gave him this \$36.54, did he pay your one-half year's taxes with it? A. No, sir; he told me he had paid it, but he didn't.

Q. How did you find out that he did not? A. I went down there—

236 Mr. RICHARDSON: I object to this testimony as being immaterial as far as Mr. Hufty is concerned. It is not offered as against him, but against Slater.

A. I went down there and got the tax bills, I think, the last of the year, I believe, when the tax ran out, which amounted to \$86 and something the whole year of 1898, and I paid it.

Q. And you found that he had not used this \$36 to pay the half year's taxes? A. Yes, sir.

Q. When did he tell you he had used it for that purpose? A. A few days after I gave him the money—1, 2, 3, or 4 days; right over in my store.

Q. Why didn't he give you the bills? A. He said they were busy down there, but would send the bills over.

Q. Who was busy, the assessor's office? A. Yes, sir; the assessor's office.

Q. What did you have to do to get your \$36 back from Slater? A. I went to him several times and he promised to send me a check.

Mr. RICHARDSON: Objected to as incompetent, irrelevant, and immaterial as far as anybody is concerned.

The WITNESS: He promised to give me a check, which he didn't do. I sent for Mr. Manogue and told him about it, and Mr. Manogue told me he was going to write to him. I do not know whether he did or not. Mr. Manogue and I went over to Mr. Maloney's and saw him.

237 Q. Who is Mr. Maloney? A. The District attorney, I believe, and he advised Mr. Manogue to see him or write to him to that effect. I do not know whether Mr. Manogue did or not. Some time after that I got a letter from Mr. Mitchell, I think it was.

Q. He is Mr. Slater's attorney? A. I think so—to come down and get the money.

Q. Mr. Robert Y. Slater also testifies that he ordered a certificate of title from one of the title companies of your property and paid \$50 for it upon your direction? A. No, sir; I never authorized him to do anything of the kind.

Q. Did you know that he had ordered this certificate before he— A. (Interrupting.) I heard him say that he had ordered one. I never saw it.

Q. What did he have to say about it? A. I think, as far as I can remember, he said it cost him \$50.

Q. Did he tell you that you were to pay for it? A. No, sir.

Q. Please tell us whether Mr. Robert Y. Slater read over this deed of trust to you at any time.

Mr. RICHARDSON: I object to this testimony as not being rebuttal.

A. I do not remember his reading anything to me.

Q. Please state whether or not at any time, to your knowledge, either Mr. Slater or Mr. Soran, the notary public, read over to you or read in your presence any deed of trust affecting this property.

238 Mr. RICHARDSON: The question is objected to, as this matter has been gone into in chief, and the witness has testified fully in regard to it, and it is not competent in rebuttal. The witness has already given his version of the entire matter.

A. To the best of my knowledge, they did not.

(No cross-examination.)

WM. H. BREWER,
By A. H. GALT, *Ex'r.*

Signed by mutual stipulation of counsel.

ALEX. H. GALT, *Examiner.*

VINCENT A. NOTTINGHAM recalled as a witness in rebuttal.

By Mr. TUCKER:

Q. Do you recall Mr. Robert Y. Slater at any time showing to Mr. Brewer a certificate of title to this property?

Mr. RICHARDSON: The question is objected to as not being competent evidence in rebuttal.

A. He brought something like that over there one time. He said he paid \$50 for it, or something like that.

Q. Did he demand the \$50 from Mr. Brewer? A. No, sir.

Q. Did he say anything about Mr. Brewer paying for it?
239 A. I asked him myself about that.

Q. What did he say? A. He said he paid for all that—everything.

Q. Paid for it out of what? A. I do not know. I said, Where is the money coming from? and he said, I don't work for nothing. I suppose he was going to make it out of that note.

Q. Did he say anything about Mr. Brewer having ordered this certificate? A. No, sir. He just volunteered that he would pay for it.

Q. Do you recall the circumstances of Mr. Brewer's paying this \$36 to Mr. Slater? A. No, sir; I do not know anything about that at all.

Q. Were you present at any conversation between Mr. Slater and Mr. Brewer, in which Mr. Slater said anything about having paid the taxes? A. Yes, sir. I was there one evening—

Q. What did Mr. Slater say? A. He came over to Mr. Brewer and said something to him about taxes; and he said they were busy down there, but they would mail them to him.

Q. Busy down where? A. Down at the tax office.

Q. Did he say they would pay the taxes? A. Yes, sir; he said he had paid it all right.

Q. Who was it that brought that deed of trust that you partially read over to Mr. Brewer?

Mr. RICHARDSON: I object to the question as not competent
240 evidence. The witness has testified to this in chief.

A. I think Mr. Slater brought it over there.

Q. On that occasion did he or did he not read it over carefully to Mr. Brewer?

Mr. RICHARDSON: Same objection.

A. Yes, sir; he read it all right.

Q. He read the deed of trust to Mr. Brewer? A. Yes, sir; he handed it to him.

Q. He then read it to Mr. Brewer? A. Yes, sir.

Q. Did Mr. Brewer sign it? A. I do not know whether he did or not; I never saw him sign it.

Q. Did he in your presence sign it? A. No, sir.

Cross-examination.

By Mr. RICHARDSON:

Q. When was it that you saw this certificate of title? A. I could not tell exactly the day.

Q. How soon after that was it that the deed of trust was signed? A. I never saw the deed of trust.

Q. How soon after the deed of trust was signed was it that you saw this abstract of title? A. I never saw any deed of trust signed.

Q. I am simply trying to fix the time when you saw this abstract of title. When was it, with reference to Mr. Slater's visits to you, that you did see that abstract of title? A. When he said
241 he paid \$50 for it?

Q. Yes. A. He brought that there one afternoon.

Q. When was that; how soon after you first saw this deed of trust? A. I could not tell you exactly. I do not know whether he brought it there before or afterwards.

Q. How soon after it do you think it was—a month or a week after? A. I would not say.

Q. Did you show that abstract of title to Mr. Brewer? A. He showed it to him himself; he had it there.

Q. Did you have it in your hands? A. No, sir; he never handed it to me.

Q. Did you see what was on it? A. No, sir; he kept it right in his hand.

Q. Did Mr. Brewer read it? A. He cannot read.

Q. Did you read it? A. No, sir; he did not let me read it. He just flim-flammed and kept on going over it. He did not let me see it at all.

VINCENT A. NOTTINGHAM.

Signed by the examiner by mutual stipulation of counsel.

ALEX. H. GALT,

Examiner in Chr.

Counsel for the respective parties here announce their case closed.

ALEXANDER H. GALT, *Examiner.*

242 DISTRICT OF COLUMBIA, *ss:*

I, Alexander H. Galt, examiner in chancery, do hereby certify that in pursuance of notice of the foregoing depositions were taken down by me in the presence of and from the statements of witnesses, at the time and place designated in the caption hereof, and were reduced to writing and by me read over to the witnesses, and by them subscribed in my presence, the witnesses being by me duly sworn to testify the truth, the whole truth, and nothing but the truth touching the matters at issue in said cause.

I further certify that I am not of counsel for any of the parties in said cause or in any manner interested therein.

ALEXANDER H. GALT,

Examiner in Chancery.

243

Testimony in Surrebuttal.

Filed March 29, 1900.

In the Supreme Court of the District of Columbia, Holding an
Equity Court for said District.

WILLIAM H. BREWER <i>vs.</i> ROBERT Y. SLATER ET AL.	} Equity. No. 20488.
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DISTRICT OF COLUMBIA, *To wit:*

Be it remembered that at the examination of witnesses on the dates and at the places within noted I, Edwin L. Wilson, an examiner in chancery, did cause to be personally present Robert Y. Slater, Malcolm Hufty, Laura V. Dann, Lawrence Hufty, and Charles W. Slater, to testify for and on behalf of the defendant Hufty in surrebuttal.

EDWIN L. WILSON, *Examiner.*

WASHINGTON, D. C., Feb. 17th, 1900,
10.30 o'clock a. m.

Met, pursuant to agreement of counsel, at the law offices of Malcolm Hufty, Esq., to take testimony for and on behalf of the defendant in surrebuttal.

Present: Charles C. Tucker, Esq., for the complainant; Mason N. Richardson, Esq., for defendant Hufty; Edwin L. Wilson, examiner, and witnesses.

Whereupon ROBERT Y. SLATER, a witness heretofore sworn in this case, being called for further direct testimony, testified as follows:

By Mr. RICHARDSON:

Q. Mr. Slater, you have previously testified in this case? A. Yes, sir.

Q. Are you acquainted with Mary E. German? A. I am.

Q. Do you recall the Frere and German note? A. Yes, sir.

Q. Which the testimony in this case shows was one of the collaterals given to Mr. Hufty? A. Yes, sir.

Q. Mrs. German—Mary E. German—at the last session of testimony in this case, as will appear by the record, has testified that she paid to Mr. Slater, in Mr. Slater's office, in September, 1899, interest then due on this Frere and German note. You may 245 state whether or not you are the Mr. Slater to whom she paid this money. A. I am not.

Q. You may state what knowledge, if any, you have as to the payment of this money to anybody. A. The first I heard of it was that Mr. Hufty told me about it—that the interest had been paid.

Q. When was it that he told you? A. I don't remember exactly when it was, but only a short while ago. I was out of the city the time it was paid, at Old Point.

Q. When Mr. Hufty told you that it had been paid it was while you were taking testimony in this case? A. Yes, sir.

Q. As I understand it, that is the first knowledge that you had that this money had been paid? A. Yes, sir.

Q. I understand you to say in September, 1899, at the time when she said she paid it, you were in Norfolk? A. Yes, sir; at Old Point.

Q. You may state what authority, if any, *had* had at any time given to any one to collect that interest on that note. A. I never gave any one any authority to collect the interest.

Q. Had you received any authority from Mr. Hufty or from any one else to either collect it yourself or to authorize any one else to collect it? A. I had not; no. I had not received any authority, but I considered that the first six months of that interest was due to me because I had paid Mr. Hufty his interest up to the six months.

246 Q. Why do you consider that the six months of that interest belonged to you? A. Because that note was subject to my redemption and the interest had been paid to Mr. Hufty, and

that is why I considered the interest that accrued for the first six months belonged to me.

Q. You did not, did you, have six months in which to redeem that note? A. I did not have six months to redeem it in, but from the time the note was given up to the time I assigned it to Mr. Hufty. I think it was over six months that had elapsed since the date of the note being given.

Q. Then I understand from your testimony, if I understand you right, that you regarded the interest which accrued prior to the date when you assigned the note to Mr. Hufty as belonging to you? A. Yes, sir.

Q. Do you know how much interest, as matter of fact, was paid by Mrs. German? A. I don't remember now. I was told by Mr. Hufty the amount, but I don't remember now. I think it was a year's interest on \$750 at five per cent., I believe.

Q. How do you explain the fact that a year's interest, as matter of fact, was paid and accepted by your brother if that appears to be a fact? A. I don't think my brother knew anything about it. I have more than one note in the office, and she tendered the interest on the note and he accepted it.

Q. Had you left any instructions about the matter in the office?

A. I had not; no, sir.

247 Q. As far as you know, did your brother know anything about this Frere and German note? A. Yes, sir; he knew at one time that I held the note of Frere and German which amounted to \$750.

Q. To your knowledge, did he know what disposition had been made of the note? A. No, sir.

Q. You may state whether or not that is the note to which I now call your attention and to which you have testified or not?

(Handing witness note of John B. Frere and Mary S. German for \$750, dated August 10, 1898.)

A. Yes, sir.

Mr. RICHARDSON: I offer this note in evidence as Exhibit No. 6 and will produce it at the hearing.

Q. Mr. Slater, you know when you went to Norfolk in September? A. I don't remember the day.

Q. How long were you there? A. I was in Old Point.

Q. How long? A. By way of Old Point, going to Onancock, Virginia.

Q. How long were you there? A. I was in Old Point a day and Onancock a day. I was away four days altogether.

Q. I call your attention to this statement in Mrs. Mary E. German's testimony. She says that she informed Mr. Hufty when he called to see her that Mr. Robert Y. Slater called at the house in September (that is, her house), informing me (that is, her) that 248 the taxes had been settled, and that I (that is, she) could come down the following morning and pay the interest, and that the

interest was paid the following Monday after Mr. Slater called? A. No, sir; I did not say about any interest to her at all. I went by her house and told her the taxes had been cancelled and said nothing further to her.

Q. Had you any authority or direction from Mr. Hufty to make any collection of interest from her? A. I had not.

Q. Was the note which has been called to your attention in your possession at that time? Was this note which has been shown you, the Frere and German note, in your possession at that time? A. No, sir.

Q. Had you any understanding or agreement of any kind with Mr. Hufty that you might collect any interest on that note? A. No, sir; and did not collect any interest on it.

Q. You stated that you did not tell her to come down the following morning and pay the interest? A. I did not.

Cross-examination.

By Mr. TUCKER:

Q. When did you transfer this Frere and German note to Mr. Hufty? A. I don't know. Mr. Hufty has the date there.

Q. As nearly as you can recollect? A. I cannot recollect 249 any date. He has the correct date.

Q. You have no idea when it was done? A. I have not the slightest.

Q. The note is dated August 10, 1898. A. I see the note is dated then.

Q. How long after that? A. I don't remember. Mr. Hufty has the note and everything when it was made.

Q. Mr. Slater, it would appear from Mr. Hufty's answer that this Frere and German note for \$750 was transferred by you to him on the 25th of August, 1898, as collateral security for this note for a thousand dollars. Is that your recollection of the matter? A. I have not the slightest recollection what date it was or what month it was. I guess Mr. Hufty has it there correct.

Q. And you claim that you were entitled to the interest on that note for what length of time? A. Six months.

Q. Why for six months? A. I paid him interest for the first six months.

Q. You paid Mr. Hufty the interest on the Frere and German note six months in advance? A. No, sir; not in advance; from time to time.

Q. And which interest did your brother collect in September, 1899, from Mrs. German? A. I don't know.

Q. Did he collect a year's interest? A. I think it was a year's interest from what Mr. Hufty said.

250 Q. Did you ever account to Mr. Hufty for any of that year's interest? A. I have never received any of it, and have nothing to account for.

Q. Did your brother ever account to you for it? A. No, sir; I don't know.

Q. You would know whether he ever accounted to you for it if he did, wouldn't you? A. He has never accounted to me for it. I did not understand you.

Q. When this interest was paid by Mrs. German in September, 1899, were you associated in business with your father, John G. Slater, and your brother, Charles Slater? A. We were all in the same office there. We each did business on our own responsibility, though—no partnership.

Q. Had your father ever had any transactions with Mrs. German in connection with this note that she gave you? A. Not to my knowledge.

Q. Or had any connection with the cancellation of taxes on her property? A. Not to my knowledge.

Q. Mrs. German testifies that your father in January, 1899, called at her house to see Mr. Frere, and asking Mr. Frere, in her presence, to meet him (Mr. Slater) at the title company's office to give an affidavit that no one had the possession of the property for many years except himself; that his son was absent from the city, and that he had charge of the business for him. Do you know anything
251 about that? A. He probably did. I don't know; maybe he did and maybe he did not. If she says so, I guess he did.

Q. What was your arrangement with the makers, Frere and German, of this note for \$750 as to when it should be paid? A. When they are to pay it?

Q. Yes, sir. A. When it was due—when it was to become due—I guess the date shows there on the note.

Q. Was the arrangement that it should be paid when you secured the cancellation of the taxes?

Mr. RICHARDSON: I object to that question on the ground that the note is a contract in writing and oral evidence is not competent to vary its terms.

A. I did use the note when it came into my possession. I owned the outstanding tax certificate which would cancel the taxes against the German property, and there was no understanding between the Germans as to when I should use it.

Mr. RICHARDSON: I further object to any evidence on this line on the ground that the same does not affect rights of Mr. Hufty, the present owner of the note for value, before maturity and without notice, unless counsel connects any knowledge that Slater may have with Mr. Hufty or any agreement that Mr. Slater may have made with Mr. Hufty.

Q. Mr. Slater, was this note given by the makers, Frere and German, for money that you had loaned to them? A. It was given for the consideration in the contract.

Mr. RICHARDSON: Same objection.

252 Q. What was the consideration? A. To have certain taxes cancelled.

Q. You agreed to have certain taxes on their property cancelled, and in consideration of the services you were to perform they were to give you this note for \$750? A. That is it.

Q. Did you perform those services? A. Yes, sir; the services were performed.

Mr. RICHARDSON: I object to this line of cross-examination on the ground that it is not cross-examination of anything that was asked in chief, and it is immaterial, incompetent, and irrelevant as to the defendant Hufty.

Q. How long after the making of the note, namely, on August 10, 1898, did you secure the cancellation of the taxes and so perform the services you were to perform? A. I don't remember now.

Q. Was it six months? A. I don't remember.

Q. Was it a year? A. I don't remember. The record, that is the best evidence, that will show.

Q. You do recollect calling on Mrs. German some time in 1899, the summer of 1899, and stating that the taxes had — cancelled, do you not? A. Yes, sir; I do.

Q. At the time you did call those taxes had been cancelled and you had performed the services you were to perform, had you not? A. Yes, sir.

Q. When you called to see Mrs. German and told her that 253 the taxes had been cancelled on her property did you tell her that the note for \$750 was no longer in your possession, but was in the possession of Mr. Hufty? A. I never saw Mrs. German and never told Mrs. German anything.

Q. Did I understand you to say you called on her some time in the summer or spring of 1899 and told her the taxes had been cancelled? A. I never saw Mrs. German.

Q. Who did you see? A. I saw Miss German. I guess her name was Miss German; a young woman.

Q. Do you refer to Mary E. German? A. I don't know; it was a young woman.

Q. You saw her? A. Yes, sir.

Q. At that time did you tell her that you no longer held the note for \$750, and that Mr. Hufty held it? A. No, sir.

Q. Why didn't you? A. I thought Mr. Hufty would notify her. I do, whenever I get notes, notify the people.

Q. Why did you call to see her about the matter? A. I was going by there on my way home and stopped and told her the taxes had been settled. I did not go especially to see her. I was going by there. I had gone to 1714 18th street to see Gen. King, and I walked from Gen. King's house down to Mrs. German's house, right on my way home.

Q. Didn't you say anything to her at that time about six 254 months' interest being due? A. I did not say anything about the interest being due.

Q. Your recollection is clear on that? A. Yes, sir.

Q. The interest was due six months at that time? A. I believe so.

Q. You did not tell her to whom the interest was to be paid, did you? A. I did not tell her anything about it. I said the taxes had been cancelled. That is every word I said to her. She said all right; she was very glad to hear it.

Redirect examination.

By Mr. RICHARDSON:

Q. Mr. Slater, I hand you what is known as the Gladman certificate which has been spoken of in this case and which is agreed to be a true copy of the Gladman certificate, and, as I understand it, that was one of the collaterals assigned to Mr. Hufty? A. Yes, sir.

Q. As testified to in this case? A. Yes, sir; that is right.

Q. Will you explain how it was that no assignment appears upon the face of the paper to Mr. Hufty—no written assignment? A. It was assigned in blank. I endorsed it in blank to Mr. Hufty.

Q. Is your name on it? A. Yes, sir; it is assigned. It is customary to assign it in blank.

255 Recross-examination.

By Mr. TUCKER:

Q. I observe the assignment dated May 25, 1898, on this certificate from W. W. Greenwell to Robert Y. Slater; did you then get the certificate? A. Yes, sir.

Q. The next endorsement on it is, "I hereby assign all my right, title, and interest to C. T. Bride." Signed R. Y. Slater. A. You want to know how Mr. Bride got in there?

Q. Yes, sir. A. It was assigned in blank to Mr. Hufty and I guess when Mr. Bride took it or bought it from Hufty he had me assign it then to him—Bride.

Q. I hand you the original tax certificate—the Gladman tax certificate—Mr. Slater, which we have just procured from the office of the attorney for the District of Columbia and ask you to look at the assignment on the back thereof purporting to be signed by you and to state in whose handwriting the assignment is. A. It is in my handwriting.

Q. Did you write the whole of the words of the assignment, including the words—the name—C. T. Bride? A. I think so. Yes, sir; that is my writing all right.

Redirect examination.

By Mr. RICHARDSON:

Q. Do you recall, Mr. Slater, the circumstances under which you made that endorsement? A. Yes, sir; Mr. Bride brought it into me and asked me, "Slater, I wish you would fill this in in your hand; I want to secure a deed," and I did it.

Q. Was your name on the second assignment? A. What?

Q. Did your name appear written on it then? A. Yes, sir.

Q. Your name was already on it? A. Yes, sir. I simply filled in Bride's name. It was endorsed when I gave it to Hufty; it was endorsed in blank.

Q. And then subsequently Mr. Bride came to you and asked you to write that in there? A. Yes, sir.

Q. Stating that he had bought it from Hufty? A. Yes, sir.

Q. And you did so? A. Yes, sir.

Recross-examination.

By Mr. TUCKER:

Q. Mr. Slater, look again at that assignment and see if it does not appear to have been written at the same time—whether there is any difference in the ink of the first assignment and the name C. T. Bride. A. I don't know so much about that. I think it was endorsed in blank and I filled in Mr. Bride's name afterwards.

ROBERT Y. SLATER.

Subscribed and signed for the witness by me by consent and agreement of counsel this 27th day of March, 1900.

EDWIN L. WILSON, *Examiner.*

257 Mr. TUCKER: I shall at the hearing request the court to examine the original certificate, if the same can be obtained from the officials of the District of Columbia, for use at the hearing.

There is here produced by the solicitor for the defendant Malcolm Hufty a copy of the said Gladman certificate, which it is agreed by counsel for the respective parties to be an accurate and true copy of said certificate. Exhibit No. 8.

EDWIN L. WILSON, *Examiner.*

Whereupon MALCOLM HUFTY, a witness heretofore sworn for and on behalf of himself, testified as follows:

By Mr. RICHARDSON:

Q. Mr. Hufty, you have testified in this case before, and I understand you desire to make a correction of a date in your answer? A. Yes, sir.

Q. You may do so. A. This is in regard to the date of that \$600 note that is mentioned here. I would like to correct it, and state that I said Deccmber 31, 1898, and it ought to be December 31, 1897.

Q. What note is that? A. This \$600 note; the original note I gave Mrs. Dann. It really has no relation to this transaction, 258 but I made a misstatement in regard to its date. It ought to be December 31, 1897, instead of 1898.

Q. Now, you know Mrs. Mary E. German? A. I went by her house one time.

Q. When did you go by her house? A. It was on the evening of one of the sessions to take testimony in this case that was held at your office.

Q. Will you tell why you went by her house? A. I went by there to see under what circumstances her note had been given.

Q. Why was it you called to see under what circumstances her note had been given? A. I wanted to see her on account of the fact that such matters had been brought out in this transaction that I wanted to see what matters occurred in her transaction with the Slaters.

Q. Had you ever prior to that made any inquiry for information as to the transaction in reference to the Frere and German note? A. I relied on the certificate of title of the title company as to part of the statement how long possession had been had, and I relied also on the fact that Mr. Slater promised me to bring to me that very day a tax-sale certificate which appeared on the title certificate. He did not bring that in, however. I went up to Mrs. German's and saw her daughter, and, I think, she introduced me to her mother, Mrs. German, and there was another lady in the room. There were three ladies in the room. I told her that I was involved in litiga-

tion with a man by the name of Brewer on a certain note given
259 to Robert Y. Slater. I wanted to know under what circum-

stances the note I owned of hers was given, and she stated to me that Mr. Slater agreed to cut the taxes off of her property, or rather agreed with her mother to cut the taxes off of her property, and she said she thought that Slater had not done what he agreed to do and that he had not carried out his contract because he had not paid the taxes for the years 1896-'7 or 1897-'8. I forget which. She then said to me that one of the Slaters, I forget which one it was, had called on her some time in May, and he was after interest, and she would not give it to him because she said her taxes were not off. She also told me that Charley Slater came there with an order from Robert Y. Slater to collect the interest, or to come down the next morning, or something of that kind, I forget how that was. She told me that when she paid the interest it was at the Slaters' office in the Gunton building. I thereupon told her the circumstances under which I owned that note, and that I owned the note, and that Robert Y. Slater nor any one else other than myself or the client who held that note had any right whatever to collect any interest, and that I could, if I wanted to, hold her and make her pay the interest a second time. She told me that she had paid \$37.50, which was one year's interest. I asked her then to come down to my office on a certain date, I forget which day it was just now, and in the meantime I would see Mr. Slater and see if he would not live up to his contract with her and pay those two years' taxes. When she came down to my office I told her that I had seen Mr. Slater

and that he had agreed to arrange to pay those taxes for the
260 two years. Her conversation was very short, as she imme-
diately jumped up from the chair in which she was sitting and said that she did not intend to pay one cent further in this transaction and that she intended to hold Slater to his contract, and then she walked out.

Q. Prior to this interview which you had with Mrs. or Miss

German had you any knowledge from any source in reference to the circumstances under which this note had been given other than you have detailed? A. I had no notice whatever.

Q. In your interview with Miss German who first, you or she, mentioned the question of interest? A. I did not think for a moment that anybody had collected the interest. I told her I was surprised at it, and I told her I did not see why she had paid the interest without the note being produced, as I said my client had the note and I know she certainly would not have left the note go out of her possession with any authority from me or some written word from me.

Q. Well, as a matter of fact, who did first mention the question of interest? A. She did. I did not know anything about it. I did not know a thing about it.

Q. Had you heard from any source, from either of the Slaters or from any source whatever, that the interest had been paid? A. None whatever.

Q. Then when you went to see her I understand you had no knowledge that the interest had been paid? A. I did not
261 know anything about it. I did not see how the interest could be paid, because Mrs. Dann held the note.

Q. Had you any object in reference to interest or the payment of interest in view when you called upon her? A. None whatever. I only went there to see what transaction there was in regard to her giving that note. That is all. I never mentioned interest. She voluntarily did herself, and I told her she erroneously paid Mr. Slater a whole year's interest, which she had no right to do unless the note was produced. I told her I could make her pay the interest again, because it had not been endorsed on the note and my client held the note and had been holding it for a long time, and she said she did not know anything about such matters and Mr. Slater was going to carry out his contract and she paid him the money.

Q. You may state whether you at any time authorized Mr. Slater or either of the Slaters to collect any accrued interest on this note. A. No, sir; I never authorized anybody. I say I do not mind interest accruing where I think the note is properly secured. It has been my custom to let interest accrue generally. When the interest is paid promptly some time, I would rather have it lay over then and get a lump sum. I can handle the interest then. It has been my custom heretofore to do that.

Q. You may state, if you can, any special instance where you have not collected interest. A. Yes, sir; I have a batch of them.

Mr. TUCKER: I object to any testimony relating to Mr.
262 Hufty's custom in regard to other transactions, as it is plainly irrelevant and immaterial.

Q. Answer the question. A. I have a batch of notes here of Dennis Ragan, dated December 15, 1898—a whole batch of them. I can call on him at any time for the interest due on these notes,

but I never have done so. I would rather have the interest accumulate. I have a note for \$541.66, dated September 7, 1898, signed by Patrick Fegan—both of these notes being secured by real estate—on which the interest was due September 7, 1899. I gave Mr. Fegan no notice whatever, but he hunted me up and paid the interest on September 19, 1899. I have here the note of Edwin Forrest, dated June 12, 1898, which is secured by collateral in the shape of a tax-sale certificate, and the note is for \$85.95. I never asked Mr. Forrest for any interest or for any payment on that note. I have here a note for a \$1,000 of Dennis Ragan, dated December 15, 1898, interest payable semi-annually. I never sent to him for any interest, but he came down on June 15, 1899, and insisted that I take the six months' interest. I told him I would just as lief wait and have it run up, but he wanted to pay it. That interest is now overdue from December 15, 1899. I never have made any demand on Mr. Ragan, but I want the interest to accumulate. I have here a first deed of trust note for \$1,350, given by George N. Rider and Everett P. Rider, interest on which was due May 1st, 1899. I have never demanded the interest nor do I insist upon their paying that interest now. To make the matter short, I merely hold these notes so that I can demand the interest at a time or at any time when I need a large amount of money, and then I will get it in a large sum, so I can use it to a better advantage than collecting interest in dribs and drabs. My same rule prevailed in the cases both of Brewer and the Frere notes.

Q. In other words, if I understand you correctly, your only object in not collecting upon the Frere and German the interest or not calling upon them for the interest was because it suited your purpose to allow it to accumulate? A. Yes, sir; to allow it to accumulate, and then again the notes were in the possession of Mrs. Dann and I did not want to trouble her any more than was necessary—to let me take it to go down and get the interest.

Q. Mr. Slater has testified— A. One minute. I will add in there that there were three notes which have been alluded to as the Jones notes, I think, in the testimony that I have taken out on the ground that they were not very well secured, and I was afraid that if I did not get the interest I would not get anything at all, because I never have put much reliance upon the property. I have gotten those notes from Mrs. Dann several times in order to collect the interest. The notes might turn out well and they might not.

Q. Mr. Slater has testified that he regarded that he was entitled to the first six months' interest on this Frere and German note because he had paid it to you. What is your understanding about that? A. He had paid the first six months' interest?

Q. Yes, sir. A. I do not really understand Mr. Slater's testimony in that matter. I understood that as a condition under which I was to take it that I assume to pay Mrs. Dann's note and the interest on it, you understand, for \$1,000, and I did not see how Mr. Slater could construe it to mean that he was to collect any interest on that note.

Q. Had you any agreement or understanding with him that he was to have any interest on the note? A. None whatever. It never was spoken of. I do not understand why Mr. Slater construes it that way, because at the time I gave the note no interest had been paid and I was liable for interest to Mrs. Dann, and I do not understand why Mr. Slater makes that suggestion of six months.

Q. Then, if I understand your testimony, Mr. Slater had no authority or consent from you? A. None whatever.

Q. To collect that interest? A. As a matter of fact. I think it was in the latter part of September I was down at the Hot Springs for two or three weeks—Hot Springs, Virginia. I don't know the date on which it was collected, but I understand it was in September. If it was the latter part I was down at Hot Springs, Virginia.

Q. I call your attention to what is known as a copy of the Gladman certificate, and more especially to the endorsement on the back: "I hereby assign all my right, title, and interest to C. T. Bride." Signed R. Y. Slater. I ask you to explain, if you can, the circumstances under which that certificate came into your possession, and

265 how it happens that that assignment appears there in that way. A. That certificate came into my possession in this

way: Mr. Slater, when he wanted this money, was in a big hurry and he wanted it badly, and he came into my office one afternoon and offered these securities, and I knew about the worth of this Gladman certificate—what its value was—in regard to cutting out back taxes, and I knew it was a good loan, backed up with this tax certificate, although it was subject to be knocked out by the parties if they wanted to on the ground that the description of the property was insufficient and on other grounds, too. He came in here and offered these three collaterals, these two notes, the German and Frere note and the Brewer note, and this certificate. I was satisfied that there was ample security there to secure that note and I think that my recollection is that I sent my brother up to Mrs. Dann's that evening to tell her that I had a good place for a \$1,000 and I think the next morning she came down herself and gave me her check for a \$1,000. Now, in regard to this certificate. When I got it I thought the property had been sold to Mr. Slater, but I know his form of blank was there. I noticed that that was on there and I did not pay any attention to the fact that it had been sold to W. W. Greenwell. Although I am not positive on that, I am generally pretty sure when a thing is assigned that it is properly assigned and endorsed, and without any very definite information on the subject I would be willing to state that that certificate must have been assigned in blank when it was turned over to me; it must have been.

Q. State whether or not that writing in there over Mr. 266 Slater's name was in there at the time you sold the certificate to Mr. Bride. A. Which writing?

Q. That (indicating). A. That is what I say. I don't think now—I know I would not have failed to look at it to see whether it was properly signed. Therefore on that point I will simply state

that it must have been signed ; that this thing was properly assigned or I would not have taken it.

Q. I call your attention to the fact that the assignment there is to C. T. Bride? A. Yes, sir.

Q. Do you know whether that was on there? A. No, sir. I can testify about that positively. I would not have the certificate endorsed to any other person.

Q. When was that written assignment on that certificate to C. T. Bride placed over Mr. Slater's name? A. It certainly could not have been placed on there when I took this certificate. If it was placed there at all it was placed there after I sold this certificate to Mr. Bride. I can state that.

Q. Did you have it placed there? A. No, sir. When I turned that certificate over to Mr. Bride he took it just as I had gotten it.

Q. As I understand you, when you received— A. Mr. Bride's name was not in there.

Q. And if anybody had that written there over Mr. Slater's signature it was not yourself? A. I did not know anything about it.

The only thing that I was thinking about, his collaterals—
267 those two notes and this Gladman certificate. I can positively state that there was no assignment to Mr. C. T. Bride or his name put in that Slater assignment. I can state that most positively, and the certificate must have been properly assigned or I would not have taken it or endorsed it. I would not have taken it.

Cross-examination.

By Mr. TUCKER:

Q. As I understand it, Mr. Hufty, you have no recollection independently of the assignment of R. Y. Slater being on the back of this Gladman certificate when you received it, but simply state that you never take such certificates unless they were properly assigned. That is right? A. That is right; unless I take them by mistake. I might have made a mistake, but it is something very unusual for me to do in regard to those things. I will state further that Mr. Slater has a little blue stamp assigning these things in blank. I think that certificate shows Mr. Slater's name under that blank.

Q. That is a copy? A. Yes, sir.

Q. You think, then, that the original certificate shows or contains this blue stamp of assignment? A. I think it does.

Q. In your direct examination you *you* stated, as I understood you, that you told Mrs. German that you agreed with Slater
268 that he was to pay two years' taxes? A. No, sir; I did not say that.

Q. What did you say? A. I say that I told Mrs. German that I would see Slater and see if he would pay the two years' taxes.

Q. Did you see him? A. Yes, sir; he was the first man I saw the next morning.

Q. Did you ask him to pay the two years' taxes? A. I struck him on the shoulders and asked him what he was doing going up

there and collecting that interest, and he said he did not know anything about it—did not have anything to do with it—that Charley must have done it.

Q. Did you tell him— A. I told him that Mrs. German told me that under the agreement he was to pay the two years' taxes.

Q. What did he say? A. He said, I am going to pay it.

Q. Did he ever pay it, or not? A. I don't know.

Q. Have you ever made any attempt to collect the interest that Charley Slater had collected on this German note? A. I never have, and I considered an attempt absolutely useless.

Q. Why? A. Because I don't think he has got any money now.

Q. You think, in other words, that Charley Slater has pocketed this interest, and so think it would be useless to attempt to recover it from Robert Y. Slater or him? A. I don't want to answer 269 that question in that way. He may have it in his pocket and I might sue and realize, but I have other obligations with the same parties and I would rather wait and see if they will not be able in a short while to pay it.

Q. Although you have known for several months that they have collected six months' interest due him and have made no attempt to recover it from them or even asking them for it. A. I have seen the Slaters, and I still say that they had no right to collect that interest.

Q. And you have requested Robert Y. Slater and Charley Slater to repay to you this interest that you claim that Charley Slater wrongfully collected? A. The mere fact that I told him that they had no right to collect that interest, and that he knew very well that he did not have the right, and that I should have received that interest. Certainly that was all the effort I could make.

Q. You made no direct demand on either of them for this interest? A. I simply claimed it was my interest.

Q. Did you demand that? A. I have not made any written demand.

Q. Why? A. Because I did not know whether it would do any good at all.

Q. You have known all along, have you not, that it was necessary for you to call upon Robert Y. Slater to testify in your behalf in this case? A. As to the collection of that interest, yes, sir. I simply want to say by the way that they had no authority either 270 from me or from Mrs. Dann to collect that interest on that note, because you considered it a great point, I think, and still so consider it.

Q. Mrs. German testified that when you came to see her in relation to this \$750 note you told her that you held that note. A. I told her I owned that note—the transaction under which I did own it.

Q. You said that nothing was said by you of the fact that the note was in the possession of Mrs. Dann or any other person. A. I told her that I owned that note, and I will tell her now that I own that note.

Q. Did you tell her that it was not in your possession? A. I said that I owned that note through a transaction with a client of mine and the Slaters.

Q. Did you tell her in whose possession the \$750 note was? A. I told her it was in the possession of a lady client of mine; that Slater had borrowed money on this note and afterwards transferred it to me and I gave my own notes for it.

Q. And although the note was in the possession of Mrs. Dann, it suited your purpose to let the interest on the note accumulate? A. Yes, sir; that is right. It was just as well for her as it was for me, Mrs. Dann had \$2,000 worth of collateral security to secure \$600, and I think it was pretty safe. I think so.

271 Q. And you considered it to be your duty to collect that interest on that note and not Mrs. Dann, the holder of it. A. Mrs. Dann would take my word and do anything I wanted her to do in regard to that note. I have been attending to Mrs. Dann's business and interests to her satisfaction for the last four or five years, and I will state that she would have done with that note or any other note or collaterals as I suggested, and as she held this collateral I do not think she thought anything about the interest, because she is not acquainted with such business affairs, and I did not speak to her about it because I saw she had about \$2,500 worth of collateral.

Redirect examination.

By Mr. RICHARDSON:

Q. Mr. Hufty, when I was asking you questions in direct examination the original Gladman certificate was not present. I now have that certificate in my hand, and I ask you, upon looking at it, whether or not Mr. Slater's stamp assignment is upon it. A. Yes, sir; that is the blue stamp I mean. I say the transaction was closed so hurriedly, so very hurriedly, because Mr. Slater wanted the money in great haste.

Q. I observe that the blue-stamp assignment is the assignment from W. W. Greenwell to Robert Y. Slater? A. Yes, sir.

Q. You say that that stamp was in use by Mr. Robert Y. Slater? A. Yes, sir; by Robert Y. Slater.

Q. Why should he use it if it was the assignment of W. W. 272 Greenwell? A. I don't know. It occurs to me that Greenwell endorsed it in blank, and that was really what I think was done.

Q. But the Greenwell assignment seems to be to Robert Y. Slater? A. Let me look and see how that is? Yes, sir; the assignment to Robert Y. Slater.

Q. That is not an assignment in blank? A. No, sir; that is not.

Q. But that specific assignment was on the certificate when you got it, was it not? A. I saw that blue printing there on the assignment and saw his name there, and this one must have been here and endorsed in blank or I would not have taken that certificate.

Q. Now, you are referring to the second assignment of Robert Y. Slater? A. Yes, sir.

Q. You have no independent recollection of seeing that assignment on the certificate, but you are of opinion that you would not have taken it unless it had been there? A. And I also would like to mention the fact that I have handled so many of these certificates that this must have been right or I never would have taken it.

MALCOLM HUFTY.

Subscribed and signed for the witness by me by consent and agreement of counsel this 27th day of March, 1900.

EDWIN L. WILSON, *Examiner.*

273 LAURA V. DANN, a witness of lawful age, being by me first duly sworn according to law for and on behalf of the defendants, testified as follows:

By Mr. RICHARDSON:

Q. Mrs. Dann, you may state your name and your residence. A. 1211 Q street northwest.

Q. With whom are you living at your present place of residence? A. Why, with my family—my children. Do you mean who the family consist of?

Q. Yes. I just want to identify you. A. A son and a daughter.

Q. Are there other occupants in your house outside of your son and your daughter? A. Yes, sir.

Q. Who? A. Mr. and Mrs. Lewis, of Denver, Colorado.

Q. Is Miss Darlington there, the sister of Mr. J. J. Darlington over here? A. She is not now. She was up to this fall. Mr. and Mrs. Shaw are with me, from Laurel, Maryland.

Q. You may state whether or not you have had any counsel or lawyer to attend to such business as you may have had in the last three or four years. A. I have not had any one but Mr. Hufty for the last five years, I think.

Q. He has represented you in all your business? A. Entirely, in all my transactions.

274 Q. In all your transactions; is that in reference to business of money transactions, as well with reference to litigation, if any? A. In reference to everything concerning our property, and I believe Mr. Hufty has had in connection with it a lawyer out of the city on one occasion only.

Q. You mean at Norfolk, Virginia? A. Yes, sir.

Q. You may state what has been the degree of confidence and trust imposed by you in Mr. Hufty in these transactions. A. Perfect.

Q. You have accepted what he has said in reference to them, have you? A. In every instance I have been more than pleased.

Q. In regard to this transaction which we are concerned about here. Now, you understand what that is, do you? A. Yes, sir; I think I do.

Q. There was a loan for \$1,000, was there not? A. Yes, sir.

Q. At the time that loan was first made, whom did you look to for that thousand dollars? A. I think to Mr. Slater.

Q. How was that loan represented—that is, was it a note or what was it? A. With a note.

Q. Was there any collateral security to that note? A. Yes, sir.

Q. At the time of the making of the note originally for this thousand-dollar loan, where were the collaterals; who had 275 them? A. I don't know who had them. They were given to me.

Q. Subsequently in that transaction, to whom did you look to, if to any one else, for this thousand dollars? A. To Mr. Hufty.

Q. Under what circumstances or why was it you then looked to Mr. Hufty? A. Well, he took the note and gave me a note and became responsible for it.

Q. You may state whether at that time you had the collaterals. A. Yes, sir; I have always had it.

Q. Up to the present time, do I understand you? A. Yes, sir.

Q. You may state whether or not this note was ever raised from one thousand dollars to any greater sum. A. Yes, sir; it was raised to \$1,600.

Q. Why was that? A. Mr. Hufty had formerly borrowed \$600, and Mr. Slater had a thousand dollars, and Mr. Hufty told me that he would assume entirely the responsibility and make one note, and he then made it for \$1,600.

Q. Do you know what securities you took when this note became \$1,600? A. The securities given me for the six-hundred-dollar note and for the thousand-dollar note combined.

Q. You may state, if you can, what they were. A. Well, they are in this paper. Shall I read them?

276 Q. Yes, sir; you better had. A. The note of Brewer for \$450 and of J. B. Frere and of Mary E. German for \$750, as a Gladman tax certificate, and the notes of Daniel Ragan for \$133.33 and \$150, and the note of W. H. Ayres for \$100 and Palmer W. Roberts for \$300, and the notes of John T. Jones for \$100, two for \$100 and one for \$150, and a tax certificates of Mathias V. Buckey, William Jewell, Mary Murphy, Charles T. Clark, John Murphy, and Charles Matthews.

Q. You have stated that these various collaterals have been in your possession from that time up to the present time. It appears that we have here produced, at all events, some of those collaterals this morning which have been in your possession? A. Yes, sir.

Q. Will you explain how it is, in view of your answer, that we now seem to have them? A. Because I brought them to my lawyer some days ago.

Q. When? A. I think within the past week.

Q. You mean Mr. Hufty? A. Yes, sir.

Q. Up until the time about a week ago that you handed them to Mr. Hufty for the purposes of this suit they had been continuously in your hand hands? A. Yes, sir; the Jones notes were taken out

of my hands to collect interests. I think there are three of those, and those are the only ones that have ever left my possession.

Q. State whether or not Mr. Hufty, at various times, got from you some of these collaterals. A. Yes, sir.

277 Q. The Gladman certificate. You may state whether or not that was ever taken from you? A. Yes, sir.

Q. For what purpose? A. Well, I think to be—I don't know why it was taken except to—

Q. How did you happen to surrender it? A. Mr. Hufty sent for it?

Q. You surrendered it to him? A. Yes, sir; but in surrendering it I think there were some other certificates sent to me.

Q. Have the Frere and Brewer notes every been out of your possession? A. No, sir.

Q. I mean by the question if they were ever out of your possession up to the time that they were taken out and handed to Mr. Hufty for the purposes of this suit? A. No, sir.

Q. You still claim actual possession of those? A. Yes, sir; I do.

Q. You may state whether or not you authorized any one or had knowledge of the collection of interest—whether you authorized any one to collect interest or had knowledge of the fact that any one had collected interest on the Frere and German note. A. No, sir.

Q. If anybody did collect the interest they collected it without your knowledge and consent? A. If they did they did it without my knowledge and consent, as they never have been out of my possession. I never have been spoken to about it until the
278 present time.

Q. Mrs. Dann, how much is owing on this \$1,600 note now?
A. Six hundred dollars.

Q. When was the thousand dollars paid? Have you a memorandum showing that? A. It was paid July 1st.

Q. What year? A. 1899.

Q. Now, Mrs. Dann, have you any memorandum showing when the thousand-dollar loan was made—you know the thousand-dollar loan made to Slater? A. It was made in July, about July 10.

Q. What year? A. 1898. The six-hundred-dollar loan was made previously on December 31st, 1897. Mr. Hufty paid me a thousand dollars July 1st, 1899.

Q. I show you here the Brewer note—William H. Brewer note. How long did you have possession of that note? A. I have had possession of this note from the time the loan was made to Mr. Slater until the present time.

Q. That is, up to the time it was handed to Mr. Hufty? A. Up to the time it was handed to Mr. Hufty.

Q. Which was how long ago? A. About a week ago. There is the Frere note and the Brewer note about a month ago.

Q. Now, I want you to state, please, Mrs. Dann—I wish you
279 would state if that is the only note Mr. Hufty gave you.

Handing witness a note for \$1,600, dated March 15, 1899, and contains the statement of certain collaterals.

Q. That is the only note.

Q. Now, Mrs. Dann, will you compare this collateral with that note and state what, if any, has been withdrawn? A. The Dennis Ragan note for \$133.33 has been withdrawn and the Gladman tax certificate and the Charity Matthews certificate have been withdrawn.

Q. Mrs. Dann, will you state where you kept this collateral during this time? A. Kept them in my trunk.

Q. Did you ever mention to anybody in regard to the interest on the Frere and German notes? A. No, sir; I never mentioned the matter to anybody.

Q. You still hold these notes and claim them to secure the \$600 that is still due you? A. I do.

Mr. RICHARDSON: The collaterals and notes secured by the collaterals will be produced at the hearing.

The bank book and the cancelled check are offered in evidence as Exhibits Nos. 9 and 10, respectively, and will be produced at the hearing.

280 Cross-examination.

By Mr. TUCKER:

Q. Mrs. Dann, as I understand your testimony, in December, 1897, and since then, Mr. Hufty—Malcolm Hufty—has been acting as your attorney—your same attorney—in any litigation that you may have had and in also any investment of your money that you may have made? A. Yes, sir.

Q. And you have placed implicit confidence in what he has said to you and in all transactions that he has made for you? A. I have.

Q. You have relied, I presume, wholly on him as to the value of the collaterals that have been placed in your hands to secure your various notes? A. I have; yes, sir.

Q. At the beginning of this transaction in which, as I understand it, is that on December 31, 1897, you loaned Mr. Hufty six hundred dollars? A. Yes, sir.

Q. And he gave you his note for that sum? A. Yes, sir.

Q. How was that note secured? A. By several notes and several tax certificates.

Q. Do you recollect the names of the notes or the tax certificates at this time—what collateral secured the six-hundred-dollar note? A. I have not the six-hundred-dollar note here.

Q. State from your best recollection what collaterals secured 281 that six-hundred-dollar note. A. The Jones notes.

Q. For how much? A. There were three of them. I think two for \$100 and one for \$150 and the Wagner note of \$100 and the Palmer Roberts note for \$300.

Q. These were all the collaterals that secured the \$600? A. No, sir; there were several tax certificates.

Q. Do you recollect the names of them? A. I don't know that I could recollect the names of those now.

Q. I simply want to get your best recollection. I want to get—I do not know about the whole matter—if you don't recollect the names perhaps you can recollect the face value of the collaterals security that Mr. Hufty gave you to secure his note of December 31, 1897, for six hundred dollars? A. I don't recollect exactly the amount, but I recollect that I was perfectly satisfied with the amount given to me.

Q. Now, on July 10, 1898, I understand that you gave your check, which I have here, to Mr. Hufty for one thousand dollars, which he was to loan to Mr. Robert Y. Slater? A. Yes, sir.

Q. And was to receive from Mr. Slater his (Mr. Slater's) note for one thousand dollars, secured by certain collaterals? A. Yes, sir.

Q. Is that right? A. Yes, sir.

282 Q. Did you get that note from Robert Y. Slater for one thousand dollars? A. Yes, sir.

Q. It was dated July 10, 1898? A. Yes, sir.

Q. And it was secured by what collaterals? A. It was secured by several notes.

Q. Can you give me the names of each note and the amount and whatever else of collateral security you had? A. The note of W. H. Brewer for \$450, and the Frere and Mary S. German note for \$750, and the tax certificate of Asa Gladman, and notes of Dennis Ragan for \$133.33.

Q. What I want to get at is the collaterals for Slater's note for \$1,000. A. I am confused over the arrangement of those notes there.

Q. The answer of the witness is read over.

Mr. TUCKER: Do you recollect any other?

Mr. RICHARDSON: Just what you recollect, Mrs. Dann.

Mr. TUCKER: If you cannot remember just say so.

Mr. RICHARDSON: Let her refresh her memory from the answer.

Mr. TUCKER: Yes, sir.

Witness is handed her answer.

WITNESS: The two notes of Brewer and Frere and German and the tax-sale certificate of Asa Gladman.

Q. Now, as I understand it, the collaterals that you received to secure the Robert Y. Slater note of July 10, 1898, were the note of William H. Brewer for \$450 and the note of Frere and German for \$750 and the Gladman certificate? A. Yes, sir.

Q. Did Mr. Hufty send you Robert Y. Slater's note for one thousand dollars, dated July 10, 1898, together with these three collaterals? A. He did not send them. I received them here. I came here and gave the thousand-dollar check and afterwards received the notes and certificate and took them home with me.

Q. Now, I hand you a note for \$750, purporting to be signed by John B. Frere and Mary S. German, and ask you whether that is

the Frere and German note you just referred to as having been received by you as collateral security securing Mr. Robert Y. Slater's note.

Hereupon the witness is handed the said note.

Q. (Continuing :) For one thousand dollars, dated July 10, 1898 ? A. I am confident that is the note.

Q. Please look at the date on that note, Mrs. Dann, and tell what it is. A. August 10, 1898.

Q. How do you account for the fact of receiving a note dated August 10, 1898, as collateral of a note dated July 10, 1898 ? A. I do not account for it in any way, except I did not notice the date of the note. I received it from my attorney, in whom I had perfect confidence.

Q. Did Mr. Hufty at the time call your attention to the fact that the Frere and German note was dated a month after Mr. Robert Y. Slater's note for a thousand dollars ? A. I don't know that he did.

He might have done it.

284 Q. You don't recollect anything that was said at the time, do you ? A. No, sir; I do not recollect it.

Q. Now, as I understand it, Mr. Slater's note dated July 10, 1898, for a thousand dollars and secured by these three collaterals, was not paid, and on March 15, 1899, Mr. Hufty gave you his note for \$1,600 and you surrendered to him his note of December 31, 1897, and Mr. Slater's note for a thousand dollars of July 10, 1898 ? A. Yes, sir.

Q. And Mr. Hufty turned over to you as collateral security of his note for \$1,600, dated March 15, 1899, the Brewer note for \$450, the Frere and German note for \$750, the Gladman certificate, notes of Dennis Ragan for \$133.33 and \$150, the note of William W. Ayres for \$100, the note of Palmer W. Roberts for \$300, the notes of John T. Jones for \$100.00, \$100.00, and \$150.00 ; tax-sale certificates of Mathias V. Buckey, William Jewell, Mary Murphy, Charles T. Clark, John Murphy, and Charity Matthews ? A. Yes, sir.

Q. How long after the date of Mr. Hufty's sixteen-hundred-dollar note did you surrender to him the Gladman certificate that you had received as collateral ? A. I don't know that I recall the date.

Q. Do you recollect whether it was a month or two months or three months ? Could you give the time approximately ? A. No, sir; I don't remember.

285 Q. Was it before or after Mr. Hufty paid you the one thousand dollars on July 1st, 1899, on account of the sixteen hundred dollars ? A. I think it was just before that.

Q. Just before he paid you the one thousand dollars, on July 1st, 1899, you turned over to him the Gladman certificate ; is that right ? No answer.

Upon request, hereupon the question was read over to witness.

A. No ; it was just after the payment.

Q. Do you remember how long after ? A. I do not.

Q. A day or two? A. I could not say.

Q. It was not a month after, was it? A. I don't know that it was as long as that.

Q. Did Mr. Hufty tell you that he had sold the Gladman certificate for six hundred dollars and had received the money? A. I don't think he told me anything of the kind. I don't think it was any of my business at that time. I think that I felt that I had—

Q. What, if any, collateral did he give you in lieu of the Gladman certificate when you surrendered it to him? A. I don't think he gave me any.

Q. As I understand this Slater transaction of the three pieces of collateral security that he deposited to secure his note for a thousand dollars, one of the collaterals has been sold for six hundred dollars, and Mr. Hufty has the money, and you have the Frere and 286 German note for \$750, which is secured by first deed of trust, and you have also the four hundred and fifty dollar Brewer note? A. Yes, sir.

Q. What is the value of the collateral security that you now hold to secure the payment to you of the six hundred dollars you state that Mr. Hufty owes you?

Mr. RICHARDSON: I object to that question on the ground that she is not competent to answer it; she does not know anything about tax certificates.

Q. Just answer it the best you can.

Mr. RICHARDSON: Answer it if you can.

A. I don't know the real value of the note, and I know that Mr. Hufty has sufficient to pay me; I have that much confidence in him.

Q. I hand you Mr. Hufty's note to you, dated March 15, 1899, for \$1,600, and ask you why the credit has not been made on it of the thousand dollars that you state he paid you on account of that note on July 1st, 1899. A. Nothing but an oversight, I think, in not having it credited. The thousand dollars was paid here, and I had the note at home. I felt sure that I was safe. I am particularly careful, but you may think I am lax.

LAURA V. DANN.

Subscribed and signed for the witness by me, by consent and agreement of counsel, this 27th day of March, 1900.

EDWIN L. WILSON, *Examiner.*

287 WASHINGTON, D. C., *March 22nd, 1900—11 o'clock a. m.*

Met, pursuant to agreement of counsel, at the law offices of Malcolm Hufty, Esq., Gunton building, to take further testimony for and on behalf of the defendants in surrebuttal.

Present: C. C. Tucker, Esq., for the complainant; Mason N. Richardson, Esq., for the defendant Hufty; Edwin L. Wilson, examiner, and witnesses.

Whereupon CHARLES W. SLATER, a witness of lawful age, being by me first duly sworn according to law for and on behalf of the defendant, testified as follows:

By Mr. RICHARDSON:

Q. Will you give your name? A. Charles W. Slater.
 Q. Are you related to Robert Y. Slater? A. I am a brother.
 Q. Your father's name is what? A. John G. Slater.
 Q. Under what circumstances did you come here this morning?
 A. I came here under a summons. Mr. Hufty was trying to get me some time ago—he tried two or three times, but I would not come until he summoned me.

Q. Mr. Slater, evidence has been given in this case with reference to a certain note which we have been speaking of generally
 288 as the Frere and German note. Have you any knowledge as to that note? A. Well, I never saw the note personally, but I know that my brother had such a note given him under a contract to cut out some taxes.

A. State whether or not you ever collected interest upon that note. A. Yes, sir; I did.

Q. From whom did you collect that interest? A. From Mrs. Frere or Mrs. German; I think Mary E. German. It is a lady, though, that had the transaction.

Q. State whether or not you had it with you at the time you collected this interest—this note. A. No, sir.

Q. At that time did you know where it was? A. No, sir.

Q. Under whose authority, if under the authority of any one, you collected the interest upon that note? A. I will tell you how I come to collect the interest on that note. We had a good many notes, and quite a number of people came in our office to pay interest and rent, etc. My brother was out of the city at that time, when these taxes were cancelled, and I went up to her house and told her that the taxes had been cancelled, and she came down to my office the next morning and I took her in the District building and showed her on the books where they were cancelled, and she tendered me the interest, and I accepted the interest, and when my brother came back I told—

Mr. TUCKER: I object to any statement by the witness of
 289 what his brother said.

Mr. RICHARDSON: We do not call for any statement made by Mr. Robert Y. Slater to the witness.

Q. You may state whether or not you had the authority of any other person or persons, acting as you did, in collecting this interest. A. No, sir; I did not.

Q. Are you acquainted with Mrs. Dann, who is now present? A. I never saw the lady before. I never heard of the name.

Q. Did you ever have any communication of any kind in reference to this note? A. No, sir; I never saw the lady. I do not know her.

Q. You are acquainted with Mr. Malcolm Hufty ? A. Yes, sir.

Q. State whether or not you had any conversation of any kind with him in reference to this note ; and, if so, what that conversation was.

Mr. TUCKER : I object to the witness stating or relating any conversation that he had with Mr. Hufty on the ground that such testimony will be purely hearsay and would also be testimony of a self-serving declaration by Mr. Hufty, one of the defendants in this suit.

Q. What is the answer ? A. No, sir ; I never had any talk at all. I never knew that he had held the note at that time.

Q. When was it that you collected this interest ? A. I think it was in September, if I am not mistaken.

290 Q. Of what year ? A. Last year, 1899, I think it was.

Q. You may state what, if any, authority you ever had from Mr. Hufty in reference to your conduct in collecting this interest. A. I never had any authority from him to collect it.

Q. State whether or not you ever made any report to Mr. Hufty in respect to the interest. A. No, sir ; never did.

Cross-examination.

By Mr. TUCKER :

Q. How much money did you collect from Mrs. German ? A. I think \$37.50 was paid in the office.

Q. What did you do with it ? A. I kept it.

Q. Have you ever paid it, or any part of it, to your brother or to Mr. Hufty ? A. I never have.

Q. Has Mr. Hufty ever made any demand upon you for it ? A. He never did. I don't remember him ever doing it. He asked me one day why I collected that interest and said that the interest belonged to him on that note ; that he had bought that note for my brother—yes, sir, he did a few days after she paid, since I call to my memory. I said that I did not know who the note belonged to. A great many people pay interest in our office there. I knew that he had held some notes and, Bob being away, I accepted it.

291 Q. You state now a few days after Mrs. German paid you this interest Mr. Hufty asked you why you had collected it ?

A. Yes, sir ; the interest—I had no right to collect it.

Q. You collected this interest in September, 1899 ? A. I believe it was, if I remember right.

Q. And it was a few days after that you had this conversation with Mr. Hufty ? A. I think it was ; not a great while.

Q. When were these taxes cancelled against the property of Frere and German ? A. Oh, I think it was two or three days before she paid this interest ; not a great while before.

Q. Were they cancelled by legal proceeding ? A. Yes, sir ; they were cancelled by legal proceeding ; by certiorari in court.

Q. Who was the attorney in that case ? A. That I do not know. I think Douglass and Douglass were.

Redirect examination.

By Mr. RICHARDSON:

Q. Mr. Slater, how do you fix the time when you told Mr. Hufty that you had collected this interest? A. Why, I have no particular way of fixing the time; only from a faint recollection of the matter.

Q. When was the first time you had any question called to your mind as to your right to collect this interest? A. After I had collected it, after she paid the interest in my office here. He 292 must have been to see her to collect it himself, from the way I understood his conversation, and he then said I had no right to collect it. I had nothing to do with it.

Q. Do I understand you to say that he had been to her to collect the interest himself? A. Yes, sir; I think so.

Q. What did he say which lead you to believe that he had been to collect the interest from her?

Mr. TUCKER: I object to any conversation or statement of a conversation between the witness and Mr. Hufty on the ground that the question calls for purely hearsay testimony and a self-serving declaration by Mr. Hufty.

Q. What is the answer? A. Mr. Hufty asked me if I had collected such interest, and I said I had, and he said, You must be aware of the fact that that note belongs to me. I said, "No; I do not know what belongs to my brother or what belongs to my father. I simply was told to collect what came there in the office while he was away. I am in no way connected with the office."

Q. My question was what Mr. Hufty said which lead you to believe that he had been to see Mrs. German to collect the interest?

Mr. TUCKER: Same objection.

A. Mr. Hufty said I had collected the interest, and I think he said that Mrs. German told him. I do not know whether he said he had been to see her or whether she had been to see him.

Q. Did he make either of those statements to you that he had been to see her or that she had been to see him?

293 Mr. TUCKER: Same objection.

A. I am not certain whether he did or did not. I do not remember entirely the full conversation that did occur. It was not a very long one—it was a few words. He met me in the hall here.

Q. What other circumstance or anything that you have in your mind which serves to fix the date when it was that Mr. Hufty so addressed you about this matter? A. It was a few days after she had paid the interest in the office there, and I remember the time my brother was at Old Point.

Q. Was the question, if you know, being discussed in any other way? A. I do not remember.

Q. Has this matter recently been called to your attention? A. No, sir; it has not. Only he said he wanted me to come and testify, and I told him possibly I would, but kept him off four or five times.

I would not come—I was going to Florida and he got me with a summons yesterday afternoon.

Q. How long prior to the time when you had been called upon to testify in this case was it that Mr. Hufty called you to account? A. Some time.

Q. What do you mean by some time? A. Several months, I guess it was.

Q. If it was several months ago what month would you say it was in? A. He called me to account some time in September—September, I believe it was, to the best of my knowledge now. He may have said something to me since, but I don't remember.

Q. Are you sure that it was in the month of September that he called your attention to this matter? A. I am pretty positive it was.

Q. And what time in the month of September? A. That I could not say.

Q. Don't you know that Mr. Hufty was not in the city in September, 1899?

Mr. TUCKER: Objected to as leading and suggestive.

Mr. RICHARDSON: I withdraw the question.

Mr. TUCKER: I withdraw the objection.

WITNESS: I am not certain that it was in September or not.

Mr. TUCKER: The question is withdrawn now.

Q. With what degree of definiteness have you the matter fixed in your mind? A. I have no practical degree—

Q. With what degree of definiteness have you the matter fixed in mind that it was in September that Mr. Hufty spoke to you about this interest? A. Nothing at all. I was counting back to the best of my recollection this morning. I have not thought about the matter at all.

Q. Do you know whether or not there was a suit pending at the time when he spoke to you about this interest? A. No, sir—what amount, this German note? I did not know there was any suit pending.

295 Mr. RICHARDSON: That is all.

CHARLES W. SLATER.

Subscribed and signed for the witness by me, by consent and agreement of counsel, this 27 day of March, 1900.

EDWIN L. WILSON, *Examiner.*

Hereupon the witness C. W. Slater demanded his witness fee (\$1.25), which was paid by Mr. Malcolm Hufty.

LAURA V. DANN, a witness heretofore sworn, being recalled for further examination, testified as follows:

By Mr. RICHARDSON :

Q. Mrs. Dann, you have heretofore testified in this case, have you not? A. Yes, sir.

Q. You have testified at a prior session that this transaction took place on or about the 10th of July, 1898, I believe. A. Yes, sir.

Q. How did you or how were you able to fix the time? A. 296 I regret that it was abject stupidity on my part. That check should have been drawn dated—

Q. My question was, by what means did you fix the date? A. When I was here before?

Q. Yes; at that session; by what means? A. I simply brought my check or return check and looked at the date that I had drawn it.

Q. Then, as I understand it, you fixed the date of the transaction according to the date of the check? A. The date of my check.

Q. I show you this check and ask you to look at the stamp on the check, and I will ask you if the writing on that stamp is your writing. A. No, sir.

Q. Do you know whose writing that is? A. Yes, sir; I think I do.

Q. Whose writing is it? A. Lawrence Hufty. I asked him to fix it for me.

Q. You asked him to write that on there? A. Yes, sir.

Q. Was that writing placed on there at the time the check was given? A. I think it was—yes, sir; the day I paid it.

Q. You might state what explanation, if any, you have, in reference to the date of that check. A. It was a case of abject stupidity, and nothing more. I dated my check July 10th instead of August 10th, and in refreshing my mind since I find—in referring to my check book I find that it should have been August 10th; that it was my mistake in dating my check.

297 Q. Have you your stub with you? A. I have brought the memorandum given me by the bank, showing the checks before and after that date.

Q. Have you the checks with you given before? A. Yes, sir; you have them there (indicating); two before and two just after.

Q. I show you a check dated July 25th, 1898, payable to the order of S. S. Fraser for \$33.45 by yourself, and also a check July 23, 1898, payable to the order of Jacob Strausburgher for \$1.25 and signed by yourself. Will you state whether or not those checks were given before or after the check for \$1,000? A. Before the check.

Q. How do you fix the date that these two checks were given before? A. Because my check book records them so and the memorandum from the bank which I have given you.

Q. What is this slip which you handed me? A. That slip is the return slip from the bank, with my report when my book was footed up—my bank book.

Q. I show you a check dated August 11th for \$4.92, payable to the order of H. Yost, Jr., signed by yourself, and also a check August 12, 1898, payable to the order of Cook Brothers for \$2.00, signed by yourself. When were those checks given relative to the thousand-dollar check (handing witness the checks)? A. Just after that; immediately following.

Q. I call your attention to the fact that upon this written slip the last few items are in writing. Who placed those items there? A.

The book-keeper from the bank.

298 Q. They were upon that slip at the time the slip was handed to you? A. Yes, sir; it is in the exact condition the paper was when it was handed to me from the bank.

Q. Then I ask you when that check was actually given. A. August 10th.

Q. I refer now to the check for one thousand dollars. A. Yes, sir.

Q. And you say that the date July 10th was a mistake? A. Yes, sir; it was a mistake.

Mr. RICHARDSON: I offer these four checks and the slip from the bank in evidence, and the examiner will please mark them as Defendants' Exhibits 11, 12, 13, 14, and 15, respectively.

Mr. TUCKER: Objected to as incompetent, immaterial, and irrelevant.

299 Q. You stated, Mrs. Dann, in your evidence that the note which you received as a consideration for your check was dated July 10th. How do you fix the date of that note as being July 10th? A. At the time simply from my check given. The matter was thrown so suddenly on me.

Q. What now, then; have you to say after having testified as you have this morning in reference to the date of your check? What have you to say as to the date of that note, if anything? A. The note was dated after the check was given. I have refreshed my mind and know that I was leaving the city about August 10th or probably a day after and Mr. Hufty was going to attend to this transaction for me. I gave my check before leaving Washington on August 10th. The note, I recall now, was dated August 25th.

Q. I will ask you, then, Mrs. Dann, when you got the note and the collaterals which went with the note. A. After my return to Washington, after August 25th.

Q. How soon after August 25th? A. Well, I think just a few days after. I was gone about two weeks from Washington.

Q. And what collaterals did you receive at that time? A. I received the collaterals that I stated before in my testimony, and among them was this note that we have reference to here.

Q. What note? A. That German and Frere note.

Q. And what other note, if any? A. I cannot call the name.

300 Q. You can refresh your recollection by looking at the slip that you had (handing witness slip). A. The Brewer note.

Q. Anything else? A. And the Frere and German note.

Q. And anything else? A. Yes, sir; a tax certificate. That is all.

Q. Well, did you receive any other papers in connection with this matter at that time? Can you recall anything else that you received?

No answer.

Q. Did you receive the title papers—abstract of title? A. Yes, sir.

Q. You recall that now? A. Yes, sir; I did, and I was not quite satisfied and I came back to have an explanation.

Q. State whether or not you received all these papers at one and the same time. A. Yes, sir.

Q. And, as I understand, the title papers were with them? A. Yes, sir.

Q. And after you went home you say you were dissatisfied. What was it you were dissatisfied about that? A. I said I supposed that they were both first-mortgage notes, I think, and I came back and asked about it, and it was explained away satisfactorily.

Q. I show you this check, Mrs. Dann (handing witness check). Will you state what that check was given for? A. Yes, sir; that was a personal loan to Mr. Hufty.

301 Q. When was that? A. December 31st, 1897.

Q. The amount? A. Six hundred dollars.

Q. That was the beginning of this transaction? A. Yes, sir.

Mr. RICHARDSON: I offer that check in evidence, and the examiner will please mark it as Defendants' Exhibit No. 18.

Cross-examination.

By Mr. TUCKER:

Q. Tell me, Mrs. Dann, if you please, what was the date of the Slater note for which you gave this check for one thousand dollars? A. August 25th.

Q. August 25th? A. Yes, sir.

302 Q. What year was it? A. 1898.

Q. And you gave the thousand dollars, as I understand it now, on the 10th of August, 1898? A. Yes, sir.

Q. Although your check is dated July 10th, 1898? A. Yes, sir.

Q. And you explained the discrepancy by saying that you antedated the check through error? A. Yes, sir; I am confident of that.

Q. Then I understand that you gave Mr. Hufty the one thousand dollars on August 10th? A. Yes, sir.

Q. And received nothing for it until your return the latter part of August? A. Yes, sir. I left it with him for the transaction.

Q. Why was it that you did not get the Slater note for a thousand dollars with the collateral at the time that you gave the check on August 10th, 1898? A. I left my check with Mr. Hufty discretionary to invest this thousand dollars. If he had decided on placing it

some place else he could have done so. He had charge of my business.

Q. Then I understand the transaction of August 10th, 1898—you left with Mr. Hufty a thousand dollars to be invested by him for your benefit without your having any particular investment in view?

A. No, sir; there was a particular investment in view.

Q. What was that? A. This very same investment which I am—

303 Q. Which was what? A. Which was the thousand-dollar note which Mr. Slater gave me and gave me security for, which I received in this office the latter part of August, 1898.

Q. But the Slater note had not been made. It was dated August 25th. A. I suppose—I have not right to suppose—it was to be—I do not know about that. Mr. Hufty was going to lend the thousand dollars.

Q. Then your arrangements with Mr. Hufty was that you were to leave with him a thousand dollars, and if he saw fit to lend it to Mr. Slater, Mr. Slater was to make a note secured by the collateral that we have had mentioned here; is that the transaction? A. Yes, sir.

LAURA V. DANN.

Subscribed and signed for the witness by me by consent and agreement of counsel this 27 day of March, 1900.

EDWIN L. WILSON, *Examiner.*

LAWRENCE HUFTY, a witness of lawful age, being by me first duly sworn according to law for and on behalf of the defendant, testified as follows:

By Mr. RICHARDSON:

Q. You may state your name and occupation. A. Lawrence Hufty.

304 Q. And occupation? A. Why, I am here in the office with Malcolm.

Q. Who is Malcolm? A. I am private secretary to Mr. Hufty.

Q. I show you a check dated July 10th, 1898, payable to the order of Malcolm Hufty, for one thousand dollars, and signed by Laura V. Dann. I call your attention to the internal-revenue stamp on that check and ask you if you know in whose handwriting that writing on that stamp is in. A. Yes, sir; it is my handwriting.

Q. When, if you know, did you put that endorsement on that stamp? A. On August 10th.

Q. What year? A. 1898.

Q. At whose request, if any one, did you put it there? A. Well, I do not know that I did it at anybody's request. I noticed that the stamp was not cancelled and I cancelled it myself.

Q. How are you able to state the date when you did that? A. I took the date from the date of the check.

Q. Did you? A. No, sir; from that date that the check came into my possession.

Q. You will notice that the check is dated July 10th and the date on the stamp is August 10th. Can you in any way explain the difference in those dates? A. Why, I don't see how I can explain it.

Mr. TUCKER: No cross-examination.

LAWRENCE HUFTY.

305 Subscribed and signed for the witness by me by consent and agreement of counsel this 27th day of March, 1900.

EDWIN L. WILSON, *Examiner.*

It is admitted by and between counsel that the check referred to was presented and paid at the bank on August 11th, 1898, as stamped on the face of the check.

EDWIN L. WILSON, *Examiner.*

Mr. MALCOLM HUFTY, a witness heretofore sworn, was recalled for further direct testimony on behalf of himself.

By Mr. RICHARDSON:

Q. You have testified formerly in this case? A. Yes, sir.

Q. It seems that there has been some discussion about when this thousand-dollar check was given and when paid? A. Yes, sir.

Q. In connection with this transaction. If you have, in any way, refreshed your recollection about this matter you may state so and with what result. A. The discrepancy between the date of that check and the time it was actually paid and the date of the prior note has helped me considerably in refreshing my memory on this transaction. I knew at the time that the transaction

306 was all right in 1898, and I have looked the matter up thoroughly and followed this check matter up, and I now understand why I held the check—the money for Mrs. Dann from the 10th day or the 11th day of August, 1898, until the 25th day of August, 1898, when I turned the money over to Mr. Slater, or his order, and which was the date which the note bore. I remember now that Mr. Slater presented these collaterals to me in my office. I knew that Mrs. Dann was going away and I sent my brother up and told her that I had a place for a thousand dollars, and she came down to my office and gave me her check for a thousand dollars, which is the check which has just been offered in evidence. Mr. Slater brought in the securities on which the Frere and German and the Brewer notes were secured, but he did not have the title papers. I told Mr. Slater I would not make a loan until after I had gotten the title papers, and I was satisfied with the title on which to make the loan—the title papers which have been offered in evidence. In regard to the German and Frere loan it was issued on the 23rd day of August, 1898, and in regard to the Brewer loan it was issued on the 20th day of August, 1898. This will explain that

while Mrs. Dann's check was paid on the 11th of August, as a matter of fact the transaction was not closed until the 25th of August—that is, until after I had in my possession all the title papers showing the title to the property, with which I was satisfied. I have here my stubs of the check book from which these checks were torn, and, as I understand, has already been introduced in evidence, to show when I received the money from Mr. Bride on the sale of the Gladman certificate.

307 I see that on the 25th day of August, 1898, I gave my check to John G. Slater for the sum of \$895. This check was drawn to the order of John G. Slater at the request of Robert Y. Slater, and his signature, which I know, is on the back of the same, and passed through the Columbia national bank. The difference between this and the thousand dollars represents the cash items which I have heretofore testified to were deducted from the amount of Mr. Slater's loan.

Q. For what was that check, \$895.00, given? A. That was given to Mr. Slater. That represents the money that was loaned to Mr. Slater by Mrs. Dann. That represents the thousand-dollar loan to Mr. Slater by Mrs. Dann and secured by the William H. Brewer note, the Frere and German note, and the Gladman tax certificate, which note was dated August 25th, 1898.

Mr. RICHARDSON: I offer that note and check for \$895.00 in evidence, and the examiner will please mark them as Defendants' Exhibits Nos. 16 and 17.

308 I also offer the stub of the check book in evidence showing the date of this check, and the examiner will please mark the same as defendants' exhibit.

WITNESS: I also want to state that upon the same stub book I deposited on the 11th day of August, 1898, Mrs. Dann's check for one thousand dollars, being the same check that has been offered in evidence in this transaction.

Cross-examination.

By Mr. TUCKER:

Q. Mr. Hufty, as I remember, the Frere and German note was dated August 10th, 1898. Is that right? A. August 10th; that is my recollection.

Q. So that Mr. Slater brought you the Frere and German note on the day it was made and asked you to lend money on it. Is that right? A. Well, I do not know whether it was the day it was made or the day after it was made. I see that I deposited a thousand dollars on the 11th day of August. My recollection is that Mrs. Dann left her check here in time to be deposited on the day on which it was received.

Q. Mrs. Dann has testified to— A. Wait a minute now. It is possible that she may have made a mistake in dating this check. To this fact I cannot testify to my own personal knowledge. I remember positively the exact date when—that is, to my personal

knowledge, when I received the check of Mrs. Dann; but the check itself and her testimony, of course, aid in determining that fact.

Q. Then Robert Y. Slater brought you the Frere and German note on the day it was made or the day after it was made, together with the Brewer note and the Gladman certificate, and asked you to lend him one thousand dollars on them. Is that right? A. Yes, sir; that is the way I recall it.

Q. And you immediately sent to Mrs. Dann for a thousand dollars? A. Yes, sir.

Q. You held her thousand dollars and the collaterals brought you by Slater until August 25th, 1898? A. No, sir; I did not.

Q. What became of the collaterals? A. I gave them back to Mr. Slater. Mr. Slater held those collaterals until the time I turned the check over to him.

Q. Did you examine the title papers, as you called them, before you paid to Mr. Slater \$895.00? A. I read over those title papers, as I stated before, and say that Gordon and Gordon had a loan of one thousand dollars on part of Mr. Brewer's property and that the other part was clear, and I also do not want you to forget the fact that I have heretofore testified to that there was another trust on this Brewer property, but that the release was properly secured for the same, which you, I think, Mr. Tucker, have in your office now for the purposes of recordation at the proper time by consent of the parties at a former hearing of testimony at your office.

Q. You did not think it was a suspicious fact, requiring investigation or inquiry on your part, that Mr. Robert Y. Slater on 310 the day or the day after receiving the Frere and German note came to you to borrow money on it, did you? A. No, sir; because I have transactions like that happening every day, and I will state further that I have even transactions arising when people want to borrow money on things which are not made, but I give them — sort of a tentative answer.

Q. You don't think that the fact that you were one of the trustees in the deeds of trust to secure the Frere and German note and the Brewer note was a circumstance which made it wise for you to inquire of the makers of those notes the circumstances under which they were given to Mr. Slater? A. No, sir; as I testified before, and I will state now, if you had asked me before this suit was brought who was the trustee under these two notes I could not have told you. I must have known that I was one of the trustees, as the title papers clearly showed that, but I did not consider that I was dealing with the trust property, but I considered that I was trustee of the real estate and not of this note. I will state that there are instances around town where you will find that the party secured has often been made trustee under a deed of trust.

Q. You gave the matter of your trusteeship consideration before you actually advanced the one thousand dollars? A. No, sir; I did not.

Q. It has only been since the institution of this suit that 311 you have given the matter any consideration? A. I might have given the matter consideration at that time, but I have

so many transactions of this kind all the time—I will change that a little. I have so many different kinds of transactions in regard to investing money for people on real estate and on collaterals of various kinds, outside of my law practice and the estates that I manage, that I am unable to state with definiteness the many details that have arisen in this transaction. The only thing I can state positively is that at the time of the transaction I certainly thought that everything was all right. I must have thought it was all right or it never would have been closed. That is the best way I can answer that question. If I had known for one moment that there was any agreement between Mr. Slater or these parties in reference to that note I certainly would not have gotten myself or Mrs. Dann entangled in such a scrape as this. I am not going around hunting for trouble and I don't think Mrs. Dann is either. You get enough without hunting for it.

MALCOLM HUFTY.

Subscribed and signed for the witness by me by consent and agreement of counsel this 27 day of March, 1900.

EDWIN L. WILSON, *Examiner.*

Mr. RICHARDSON: That is all.

312

Spa. ad Test.

Supreme Court of the District of Columbia, the 2d Day of December,
1899.

BREWER
vs.
SLATER ET AL. } No. 20488, Equity Docket.

The President of the United States to Alexander H. Galt, Washington Loan & Trust building; and bring with you your stenographic notes taken at a session of testimony in the above-entitled cause for and on behalf of the complainant at the law offices of Chas. Cowles Tucker, Washington Loan & Trust building, cor. 9th & F Sts. N. W., Washington, D. C., on the 12th day of October, 1899:

You are hereby commanded to appear as witness for the defendants before Edwin L. Wilson, examiner, at law offices of Mason N. Richardson, Fendall building, Washington, D. C., on the 2d day of December, 1899, at 10 o'clock a. m., and not depart without leave.

Witness E. F. Bingham, chief justice.

[SEAL.]

JOHN R. YOUNG, *Clerk.*

313 DEFENDANTS' EXHIBIT No. 8.

Copy.

Office of the Commissioners of the District of Columbia.

WASHINGTON, April 18, 1896.

We, the undersigned, Commissioners of the District of Columbia, do hereby certify that, under our direction, there has this thirteenth day of April, eighteen hundred and ninety-six, been sold at public auction, at the office of the collector of taxes for said District, in pursuance of a public notice or advertisement duly published and in accordance with the provisions of an act of Congress entitled "An act prescribing the times for sales and for notice of sales of property in the District of Columbia for overdue taxes," approved March 19th, 1890, subject, however, to redemption within two years from said sale, the following-described property, viz: Lot 68 and imp'ts, in square numbered fifty-eight (58), assessed in the name of Asa Gladman, for taxes levied and in arrears on the first day of July, A. D. 1895, penalties, and costs, as follows, to wit:

Taxes due District of Columbia for fiscal year ending June 30, 1895	\$31.70
Penalties thereon.....	3.49

Special assessments for improvements as follows:

Interest from — —, — —, to April 8, 1896	
Interest from — —, — —, to April 8, 1896	
Advertisement	1.20
<hr/>	
Total.....	\$36.39

314 amounting in all to thirty-six dollars and thirty-nine cents, and that W. W. Greenwell, being the highest bidder, became the purchaser thereof at and for the sum of 36 dollars and 39 cents.

The receipt of the above taxes, penalties, and costs of sale is hereby acknowledged.

This certificate is issued subject to the payment of all arrears of taxes before the issue of deed.

Witness our hands and the seal of the District of Columbia this 25th day of April, eighteen hundred and ninety-six.

(Signed)
(Signed)
(Signed)

JOHN W. ROSS,
GEO. TRUESDELL,
C. F. POWELL,

Commissioners of the District of Columbia.

Witness:

(Signed) CLIFFORD HOWARD.

Endorsed: West Washington. Certificate of sale for taxes by the Commissioners of the District of Columbia. April 13, 1896. Lot, p't 68, square No. 58. Assessed in the name of Asa Gladmon. Sold to W. W. Greenwell.

315	Amount sold for.....	\$36.39
	Surplus.....	
	Amount paid at sale	36.39
	Fee for recording	10
		<hr/>
	Total.....	36.49

OFFICE OF COLLECTOR, D. C., Dec. 11, 1899.

Tax-sale record shows that p't lot 68, sq. 58, sold April 13, 1896, in the name of W. W. Greenwell, has not been redeemed.

(Signed)

E. G. DAVIS,
Collector Taxes.

WASHINGTON, D. C., May 25, 1898.

For a valuable consideration I hereby assign all my right, title, and interest to Robert Y. Slater.

(Signed)

W. W. GREENWELL.

I hereby assign all my right, title, and interest to C. T. Bride.

(Signed)

R. Y. SLATER.

316

DEFENDANTS' EXHIBIT No. 11.

No. —.

WASHINGTON, D. C., July 23rd, 1898.

(I. R. stamp.)

The Central National Bank of Washington City

Pay to the order of Jacob Strasburger one $1\frac{2}{10}$, Nov. 26, 1898, dollars.

\$1.25.

LAURA V. DANN.

Paid.

Endorsed : Jacob Strasberger. (Stamp.)

DEFENDANTS' EXHIBIT No. 12.

No. —.

WASHINGTON, D. C., July 25th, 1898.

(I. R. stamp.)

The Central National Bank of Washington City

Pay to the order of S. S. Fraser, Jul- 27, 1898, thirty-three $1\frac{4}{10}$ dollars.

\$23.45.

LAURA V. DANN.

Paid.

Endorsed : S. S. Fraser. P. H. Sheehy. (Stamp.)

19—1032A

317 DEFENDANTS' EXHIBIT No. 13.

No. 16.

WASHINGTON, D. C., Aug. 11th, 1898.

(I. R. stamp.)

The Central National Bank of Washington City
Pay to the order of H. Yost, Jr., Aug. 15, 1898, four $\frac{9}{100}$ dollars.
\$4.92. LAURA V. DANN.

Paid.

Endorsed: H. Yost, Jr. C. Rammling. (Stamp.)

DEFENDANTS' EXHIBIT No. 14.

No. 17.

WASHINGTON, D. C., Aug. 12th, 1898.

(I. R. stamp.)

The Central National Bank of Washington City
Pay to the order of Cook Bros., Aug. 15, 1898, two $\frac{0}{100}$ dollars.
\$2.00. LAURA V. DANN.

Paid.

Endorsed: Cook Bros. A. Loffler.

DEFENDANTS' EXHIBIT No. 15.

2.42	
2.15	
1.25	
1.50	
1.50	
40.63	
1.17	
4.50	
1.71	
15.00	
1.63	
2.00	
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3.00	
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12.00	
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1.00	
1.00	
2.50	
2.50	
2.50	
2.09	
2.50	
1.02	
40.63	
1.99	
2.00	
2.50	
1.62	
110.00	
10.00	
3.50	
3.84	
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33.45	7
1.25	12
333.70	
1,000.	
4.92	
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<hr/>	
1,382.64	

LAURA V. DANN.

Aug. 23, '98.

319 DEFENDANTS' EXHIBIT No. 18.

Dec. 31, 1897.

No. —.

WASHINGTON, D. C., Dec. 31, 1897.

The Central National Bank of Washington City

Pay to the order of Malcolm Hufty six hundred $\frac{1}{100}$ dollars.
\$600.00. LAURA V. DANN.

Paid.

Endorsed: Malcolm Hufty. Malcolm Hufty, trustee.

DEFENDANTS' EXHIBIT No. 17.

[On the margin:] Malcolm Hufty, attorney-at-law, Gunton bldg.,
472 La. Ave. N. W.

(I. R. stamp.) (Stamp.)

No. 372. \$895. WASHINGTON, D. C., Aug. 25, 1898.

The Central National Bank of Washington City

Pay to the order of John G. Slater eight hundred and ninety-five &
 $\frac{1}{100}$ dollars.
\$895.00. MALCOLM HUFTY, Trustee.

Paid.

Endorsed: John G. Slater. John G. Slater, T.

320 DISTRICT OF COLUMBIA, *To wit:*

I, Edwin L. Wilson, an examiner in chancery, do hereby certify that the foregoing depositions of Robert Y. Slater, Malcolm Hufty, Laura V. Dann, Lawrence Hufty, and Charles W. Slater were by me duly taken down in shorthand from the oral statements of the said witnesses and thereafter by me reduced to typewritten print; that said witnesses were first duly sworn by me to testify the truth, the whole truth, and nothing but the truth touching the matters and things in issue in said cause; that said depositions have been subscribed and signed by me for the witnesses by consent and agreement of counsel first had and obtained; that I am not of counsel for either of the parties and am not interested, either directly or indirectly, in the issue hereof; that my fee for taking said depositions is \$49.50, which has not been paid.

EDWIN L. WILSON, *Examiner.*

5 witnesses.

Fee, \$49.50, unpaid.

11 exhibits.

EDWIN L. WILSON, *Examiner.*

321

Decree Pro Confesso.

Filed April 30, 1889.

In the Supreme Court of the District of Columbia, Holding an
Equity Court for said District.

WILLIAM H. BREWER, Complainant,
vs.
 ROBERT Y. SLATER ET AL., Defendants. } In Equity. No. 20488.

It appearing to the court that the defendants John G. Slater and Henry P. Cheatham in the above-entitled cause were duly served with subpœnas to answer the said bill of complaint, and they have and each of them has failed to appear and answer said bill of complaint, it is, this 30th day of April, 1900, adjudged, ordered, and decreed that the said bill of complaint be, and the same is hereby, taken *pro confesso* against the said defendants, John G. Slater and Henry P. Cheatham, and each of them.

(Signed) JOB BARNARD, *Justice.*

322

Final Decree Dismissing Bill.

Filed June 22, 1900.

In the Supreme Court of the District of Columbia.

W.M. H. BREWER
vs.
 ROBERT Y. SLATER ET AL. } Equity. No. 20488.

This cause coming on for hearing on bill, amended bill, answers thereto, and testimony and upon final hearing, it is, this 22nd day of June, 1900, adjudged, ordered, and decreed that the bill filed in this cause, and as well the amended bill, be, and the same hereby are, dismissed, but without prejudice on the part of complainant as to any future suit against the defendant Robert Y. Slater; and it is further ordered, adjudged, and decreed that defendants Malcolm Hufty and Laura V. Dann recover costs, to be taxed by the clerk, against the complainant, and that execution issue ther-for as at law.

JOB BARNARD, *Justice.*

From the above decree the complainant, in open court, on this 22d day of June, 1900, appeals *theretrom* to the Court of Appeals of the District of Columbia, and the court fixes the penalty of the appeal bond, which shall operate as a supersedeas, at two hundred dollars.

JOB BARNARD, *Justice.*

323

Memoranda.

July 6, 1900.—Appeal bond filed.

Aug. 16, 1900.—Time for filing record extended to Sept. 28.

Sept. 26, 1900.—Time for filing record extended to Oct. 20.

Oct. 19, 1900.—Time for filing record extended 30 days.

324 Supreme Court of the District of Columbia.

UNITED STATES OF AMERICA, } ss :
District of Columbia, }

I, John R. Young, clerk of the supreme court of the District of Columbia, hereby certify the foregoing pages, numbered from 1 to 323, inclusive, to be a true and correct transcript of the record, as prescribed by rule 5 of the Court of Appeals of the District of Columbia, in cause No. 20488, equity, wherein William H. Brewer is complainant and Robert Y. Slater *et al.* are defendants, as the same remains upon the files and of record in said court.

In testimony whereof I hereunto subscribe
 Seal Supreme Court my name and affix the seal of said court, at
 of the District of the city of Washington, this 19th day of No-
 Columbia. vember, A. D. 1900.

JOHN R. YOUNG, *Clerk.*

325 In the Court of Appeals of the District of Columbia, October Term, 1900.

WILLIAM H. BREWER, Appellant, }
 vs. } No. 1032.
 ROBERT Y. SLATER ET AL., Defendants. }

Statement of Appellant.

The errors for which the appellant prosecutes the above appeal are that the court below upon the pleadings, exhibits, and testimony erred in dismissing the amended bill of complaint; that said court erred in holding upon the pleadings, exhibits, and testimony that the appellees Malcolm Hufty and Laura V. Dann acquired the promissory note in controversy as *bona fide* purchasers for value without notice of appellant's equities as against the appellee Robert Y. Slater, and that the court below, upon the pleadings, exhibits, and testimony, erred in not cancelling, vacating, and annul-ing, as having been fraudulently obtained, the agreement between the appellant and Robert Y. Slater, the promissory note, and the deed of trust in controversy.

The appellant designates all of the transcript of the record heretofore filed in said cause to be printed, excepting Complainant's and Defendants' Exhibit No. 1, set out on pages from 122 to 134, both inclusive, in said transcript.

HENRY E. DAVIS &
 CHARLES COWLES TUCKER,
For Appellant.

Nov. 23, 1900.

(Endorsed :) No. 1032. Brewer *v.* Slater. Appellant's statement of errors & designation of parts of record to be printed. Court of Appeals, District of Columbia. Filed Nov. 23, 1900. Robert Willett, clerk.

326 THE UNITED STATES OF AMERICA, *ss*:

The President of the United States of America to the honorable the justices of the supreme court of the District of Columbia, Greeting:

Whereas in a certain suit in said supreme court between William H. Brewer, complainant, and Robert Y. Slater *et al.*, defendants, equity No. 20488, which suit was removed to the Court of Appeals of the District of Columbia by virtue of an appeal, agreeably to the act of Congress in such case made and provided, a diminution of the record and proceedings of said cause has been suggested, to wit:

"1. A deed of trust from the appellant, William H. Brewer, to John G. Slater and Malcolm Hufty, trustees, which said deed of trust is attached to the original bill of complaint as an exhibit thereto and was offered in evidence by the appellant in the court below.

2. The agreement between the appellant, William H. Brewer, and the appellee Robert Y. Slater mentioned and described in the amended bill of complaint, said agreement being dated the 3rd day of June, 1898."

327 You, therefore, are hereby commanded that, searching the record and proceedings in said cause, you certify what omissions, to the extent above enumerated, you shall find to the said Court of Appeals, so that you have the same, together with this writ, before the said Court of Appeals forthwith.

Witness the Honorable Richard H. Alvey, Chief Justice of the said Court of Appeals, the 20th day of December, in the year of our Lord one thousand nine hundred.

[Seal Court of Appeals, District of Columbia.]

ROBERT WILLETT,
Clerk of the Court of Appeals of the District of Columbia.

[Endorsed :] Court of Appeals of the District of Columbia. No. 1032. October term, 1900. William H. Brewer, appellant, *vs.* Robert Y. Slater *et al.* Writ of certiorari.

328 DEFENDANTS' EXHIBIT "A."

This indenture, made this third day of June in the year of our Lord one thousand eight hundred and ninety-eight, by and between W. H. Brewer, widower, of the city of Washington, District of Columbia, party of the first part and John G. Slater and Malcolm Hufty of the same place parties of the second part.

Whereas, the said W. H. Brewer is justly indebted unto Robert Y. Slater in the full sum of four hundred and fifty $\frac{1}{100}$ (450.00) dollars, for which he has made and delivered his one certain promissory

note bearing even date herewith made payable to the order of said Robert Y. Slater, three years after date, with interest thereon at the rate of six per centum per annum until paid, said interest payable semi-annually. The said note being given for money loaned and advanced by the said Robert Y. Slater to the said W. H. Brewer.

And whereas, the party of the first part desires to secure the prompt payment of said debt, and the interest thereon, when and as the same shall become due and payable, together with all costs and expenses that may accrue thereon:

Now, therefore, this indenture witnesseth, that the part- of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, to him in hand paid by the

parties of the second part, the receipt of which, before the
329 sealing and delivery of these presents, is hereby acknowledged,

has given, granted, bargained and sold, aliened, enfeoffed, released, and conveyed, and does by these presents, give, grant, bargain and sell, alien, enfeoff, release and convey unto the parties of the second part their heirs and assigns, the following-described land and premises, situate in the city of Washington, District of Columbia, *District of Columbia* known and distinguished as and being the nineteen (19) feet west to the east ($7\frac{1}{2}$) feet of lot by depth of fifty-one (51) feet, of lot 128, square twelve hundred and forty-four (1244), also part lot one hundred and twenty-seven (127) sq. twelve hundred and forty-four (1244), beginning at the west side of 32nd St. 31.13 feet northerly from southeast corner of said square, running southwesterly, 84.25 feet, thence north 28.40 feet, thence east 73.67 feet, to west side of 32nd street thence southeasterly along west side of said street to place of beginning. The above description, embraces, 213 sq. feet back ground of lot 128, and 1,838 sq. feet of lot 127, together with all and singular the improvements, ways, easements, rights, privileges and appurtenances to the same belonging, or in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity or otherwise however, of the part- of the first part, of, in, to or out of the said land and premises.

To have and to hold the said land, premises and appurtenances, unto and to the only use of the parties of the second part, their heirs and assigns.

In and upon the trusts, nevertheless, hereinafter declared ;
330 that is, in trust to permit said heirs or assigns, to use and occupy the said described land and premises, and the rents, issues and profits thereof to take, have and apply to and for their sole use and benefit, until default be made in the payment of said promissory note hereby secured, or any instalment of interest thereon, when and as the same shall become due and payable, or any proper cost, charge, commission or expense in and about the same.

And upon the full payment of all the said note—and the interest thereon, and all other proper costs, charges, commissions, half commissions and expenses, at any time before the sale hereinafter provided for, to release and reconvey the said described premises unto the said parties of the first part their heirs and assigns, at their *their* cost.

And upon this further trust, upon any default or failure being made in the payment of said note or of any installment of principal or interest thereon, when and as the same shall become due and payable, or any proper cost, charge, commission or expense in and about the same, then and at any time thereafter, to sell the said described land and premises, at public auction, upon such terms and conditions, at such time and place, and after such previous public advertisement as the parties of the second part, their heirs, or the trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same in fee-simple to, and at the cost of the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase-money; and of the proceeds of said sale or sales: First, to pay all proper costs, charges and expenses, including all taxes, general and special, due upon
 331 said land and premises, at time of sale, and to retain as compensation a commission of — per centum on the amount of the said sale or sales: Second, to pay whatever may then remain unpaid of the said note—and the interest thereon, whether the same shall be due or not; and last, to pay the remainder of said proceeds, if any there be, to said parties of the first part their heirs or assigns.

And the said party of the first part does hereby agree, at his own cost, during all the time wherein any part of the matter hereby secured shall be unpaid or unsettled, to keep the said improvements insured against loss by fire, in the name and to the satisfaction of the parties of the second part, who shall apply whatever may be received therefrom to the payment of the matter hereby secured, whether due or not; and also to pay all taxes and assessments, both general and special, that may become due on, or be assessed against said land and premises during the continuance of this trust, and that upon any default or neglect to so insure, or pay taxes and assessments, any party secured hereby may have said improvements insured and pay said taxes and assessments, and the expense thereof shall be a charge hereby secured and bear interest at the same rate as the said indebtedness hereby secured.

And it is further agreed that if the property shall be advertised for sale under the provisions of this deed and not sold, then the said trustees shall be entitled to one-half the commission above provided,
 to be computed on the amount of the debt hereby secured.

332 In witness whereof, the party of the first part has hereunto set his hand and seal on the day and year first hereinbefore written.

W. H. BREWER. [SEAL.]

Signed, sealed and delivered in the presence of—

THOMAS W. SORAN.

DISTRICT OF COLUMBIA, *To wit* :

I, Thomas W. Soran, a notary public in and for the said District of Columbia, do hereby certify that W. H. Brewer, who is personally well known to me as the grantor in and the person who executed the foregoing and annexed deed bearing date on the third day of June, A. D. 1898, personally appeared before me in said District and acknowledged the said deed to be his act and deed.

Given under my hand and official seal this fourth day of June, A. D. 1898.

THOMAS W. SORAN,
Notary Public.

[SEAL.]

Endorsed: Deed of trust. Office of the recorder of deeds, Washington, D. C. W. H. Brewer, widower, to John G. Slater and Malcolm Hufty, trustees. Received for record on the 15 day of June, A. D. 1898, at 11.11 o'clock a. m., and recorded in Liber No. 2327, at folio 139 *et seq.*, one of the land records for the District of Columbia, and examined by H. P. Cheatham, recorder.

333 (EXHIBIT ATTACHED TO ORIGINAL BILL.)

This agreement made this 3rd day of June in the year of our Lord one thousand eight hundred and ninety-eight by and between Robert Y. Slater of the city of Washington, District of Columbia, party of the first part, and William H. Brewer, of the same place, party of the second part.

Witnesseth, that the said party of the first part, for the consideration hereinafter named, hereby promises undertakes and agrees, to settle the taxes both general and special that now appear in the assessor's office of said District, assessed against that part of lot 128, square 1244, being the 19 feet next to the $7\frac{1}{2}$ feet, also part of lot 127, square 1244, beginning on the west side of 32nd street 31.13 feet northerly from the southeast corner of square running southwesterly 84.25 feet, thence north 28.40 feet, thence east 73.67 feet to west side of 32nd street, thence southeasterly along the west side of said street to the place of beginning, now owned and occupied by the said William H. Brewer, to have said assessments settled, so that the said lots shall be free, clear and discharged from any lien or appearance of lien in respect thereto. All costs, expenses and attorney's fees shall be borne and paid by the said Robert Y. Slater. The said party of the second part, in consideration of the premises aforesaid does this day deliver to the said Robert Y. Slater his one promissory note for \$450.00 to run three years at 6 % per annum interest payable semi-annually, secured by deed of trust on the aforesaid property. In the event said Slater is not successful he agrees to refund to the said William H. Brewer \$450.00 and interest that may have been paid thereon, and the said William H. Brewer agrees to accept from the said Robert Y. Slater the said \$450 and the interest that may have been paid thereon.

In witness whereof the parties of the first and second part have hereunto signed their names and affixed their seals the day and year first hereinbefore written.

ROBERT Y. SLATER. [SEAL.]
W. H. BREWER. [SEAL.]

Witness:

335 Supreme Court of the District of Columbia.

I, John R. Young, clerk of the supreme court of the District of Columbia, do hereby certify, in obedience to the writ of certiorari hereto attached and returned herewith, that the foregoing are true and correct copies of—

“1. A deed of trust from the appellant, William H. Brewer, to John G. Slater and Malcolm Hufty, trustees, which said deed of trust is attached to the original bill of complaint as an exhibit thereto, and was offered in evidence by the appellant in the court below.”

“2. The agreement between the appellant, William H. Brewer, and the appellee Robert Y. Slater, mentioned and described in the amended bill of complaint, said agreement being dated the 3rd day of June, 1898,” and containing words omitted from the record heretofore transmitted to the Court of Appeals of the District of Columbia.

Seal Supreme Court of the District of Columbia. In testimony whereof I hereunto subscribe my name and affix the seal of said court, at the city of Washington, this 21st day of December, A. D. 1900.

JOHN R. YOUNG, Clerk.

[Endorsed:] Court of Appeals, District of Columbia. Filed Jan. 3, 1901. Robert Willett, clerk.

Endorsed on cover: District of Columbia supreme court. No. 1032. William H. Brewer, appellant, vs. Robert Y. Slater *et al.* Court of Appeals, District of Columbia. Filed Nov. 19, 1900. Robert Willett, clerk.